

LIBER

530

0-2

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 20 July 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Blue Cedar Corporation
Address 8267 Route 3 North, Millersville, MD 21108

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bdlg. 700, Annapolis, MD 21401

RECORD FEE 11.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) #318340 1345 R01 T15:43

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

07/21/88 TEW

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

Blue Cedar Corporation
Karen A. Williams, President
Type or Print Above Name on Above Line
Type or Print Above Signature on Above Line

Bay National Bank
Joseph L. Schmidt
Type or Print Above Signature on Above Line

Cathy Cecilia Dechler, 7/11/90

To Be Recorded in the Land Records of Anne Arundel County, Maryland, the Financing Statement Records of Anne Arundel County, Maryland and Among the Financing Statement Records of Montgomery County, Maryland and of the State Department of Assessments and Taxation

Subject to Recording Tax of \$ 8575 On Principal Amount of \$ 1,225,000 which was paid upon recordation of a Deed of Trust

FINANCING STATEMENT

1. Debtor:

CROW-PARK STATION LIMITED PARTNERSHIP
c/o Trammell Crow Company
1001 30th Street, N.W.
Suite 500
Washington, D.C. 20007

Attention: Peter J. Henry

RECORD FEE 35.00
POSTAGE .50
#316040 C345 R01 T14:04
07/21/88

2. Secured Party:

SIGNET BANK/MARYLAND
Seven St. Paul Street
Baltimore, Maryland 21202

Attention: Lynn S. Harrison,
Real Estate Finance Officer

RECORD FEE 35.00
POSTAGE .50
#316000 C345 R01 T14:00
07/21/88

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, and furnishings, and other chattels and tangible personal property and replacements thereof, now or at any time hereafter owned by the Debtor and affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators,

SEE 20
4

35
12

cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.
- c. All of the Debtor's right, title and interest in and to plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.

- e. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the real property described below.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
 - h. All revenues and profits, accounts, 2 receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The personal property described above is to be affixed to the real estate described in Exhibit A, attached hereto, being the same lot(s) of ground and improvements thereon, if any, located in Anne Arundel County, Maryland, and described in a Second Deed of Trust of even date herewith from the Debtor to the Trustees named therein for the benefit of the Secured Party, which serves as the Security Agreement creating the security interest perfected hereby. The record owner of such real estate is the Debtor.
 5. The proceeds and products of the personal property described above are covered and secured hereby, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions or accretions to or of any of the personal property described above.
 6. The Secured Party's rights in and to the personal property described in this Financing Statement are subject to the terms and conditions of that certain Second Deed of Trust,

Collateral Assignment of Leases and Rents and other Loan Documents of even date between the Debtor and the Secured Party.

DEBTOR:

SECURED PARTY:

CROW-PARK STATION
LIMITED PARTNERSHIP,
a Maryland limited partnership

SIGNET BANK/MARYLAND,
a Maryland banking
corporation

By: CROW-SEVERNA RETAIL
LIMITED PARTNERSHIP,
a Texas limited partnership,
General Partner

Pick up
at 92

By: PJH (SEAL)
PETER J. HENRY,
Managing General Partner

By: Lynn S. Harrison (SEAL)
LYNN S. HARRISON,
Real Estate Finance Officer

DATE: July 20, 1988

TO FILING OFFICER: After this Financing Statement has been recorded, please return to:

~~John P. Evans, Esquire
Whiteford, Taylor & Preston
Seven St. Paul Street
Suite 1400
Baltimore, Maryland 21202
Our File No.: 67455/00213~~

JPE/bs/real estate/GEM1
signet/crow-park III
financing statement

**AMERICAN TITLE GUARANTEE
Corporation
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201**

EXHIBIT A

Beginning for the same at a point on the westerly right-of-way line of Maryland Route 2 at the dividing line between said The Farmers National Bank and the lands of Charles H. Steffey, Inc. recorded among the said land records in Liber 2527 Folio 521; thence with said right-of-way line of Maryland Route 2

1. S 35° 23' 20" E, 328.26 feet; thence leaving said right-of-way line and binding on two lines common to the lands of the Annapolis Banking and Trust Company recorded among the said land records in Liber 1720 Folio 72
2. S 50° 13' 40" W, 200.00 feet; thence
3. S 35° 23' 20" E, 165.00 feet to a point on the northerly right-of-way line of McKinsey Road; thence binding on same
4. S 48° 26' 40" W, 410.26 feet; thence leaving said right-of-way line and binding on seven lines common to the lands of the Weiss Brothers, a limited partnership, recorded among the said land records in Liber 1972 Folio 462
5. N 17° 23' 17" W, 266.14 feet; thence
6. N 18° 03' 17" W, 103.11 feet; thence
7. S 63° 46' 41" W, 234.58 feet; thence
8. N 18° 10' 14" W, 180.91 feet; thence
9. S 65° 53' 58" W, 354.79 feet; thence

2661 Riva Road • Suite 620 • Riva 400 Office Park • Annapolis, MD 21401
Baltimore 841-6309 • Washington, DC 261-8771 • Annapolis 266-3033

10. S 24° 06' 02" E, 6.30 feet; thence
11. S 65° 08' 58" W, 183.04 feet to a point on the easterly right-of-way line of Baltimore-Annapolis Boulevard; thence leaving said lines of Weiss Brothers and binding on said right-of-way line
12. N 41° 24' 02" W, 7.40 feet; thence
13. N 27° 58' 20" W, 49.98 feet to a point being a common corner of The Vermont Federal Savings and Loan Association, recorded among the said land records in Liber 3720 Folio 197; thence binding on 3 lines common to the said lands of The Vermont Federal Savings and Loan Association
14. N 65° 08' 58" E, 336.93 feet; thence
15. N 35° 14' 06" W, 141.19 feet; thence
16. S 68° 44' 10" W, 45.00 feet to a point being a common corner of A.W. Giddings, et ux recorded among the said land records in Liber 1720 Folio 525; thence binding on same
17. N 18° 14' 40" W, 89.97 feet to a point being a common corner of Estelle S. Hewes recorded among the said land records in Liber 1513 Folio 295; thence binding on same
18. N 68° 45' 02" E, 12.95 feet; thence
19. N 00° 59' 11" E, 53.18 feet, thence
20. N 86° 58' 30" W, 51.83 feet to a point being a common corner of A.W. Giddings, ET UX recorded among the said land records in Liber 1535 Folio 10; thence binding on same and also binding on a common line of 3 parcels of land recorded among the said land records in Liber 1815 Folio 11, as V.C. Frame, ET UX, Liber 3199 Folio 359, as Charles D. Howard, et ux, and Liber 1535 Folio 10, as A.W. Giddings, et ux
21. N 01° 08' 28" E, 283.28 feet to a point being a common corner of John H.J. Giddings, et al recorded among the said land records in Liber 3285 Folio 104; thence with the same
22. N 69° 14' 18" E, 75.14 feet; thence
23. N 18° 10' 41" W, 204.63 feet to a point being a common corner of Lot 3, Minor Subdivision GIDDINGS REALTY COMPANY, recorded among the said land records in Plat Book 71 Folio 15; thence binding on the easterly line of same

24. N 14° 54' 17" W, 319.03 feet to a point on the common line with the Kalus Construction Company recorded among the said land records in Liber 1514 Folio 177; thence binding on same
25. N 49° 48' 46" E, 231.57 feet to a point being a common corner of Giddings Realty Company, recorded among the said land records in Liber 1900 Folio 369; thence with same
26. S 40° 11' 13" E, 150.03 feet; thence continuing with same and also on the common line of Arnold E. Zaks, ET UX recorded among the said land records in Liber 3531 Folio 16
27. N 49° 48' 46" E, 222.87 feet to a point on the aforesaid right-of-way line of Maryland Route 2; thence with same
28. S 35° 23' 20" E, 751.20 feet to a point being a common corner of Charles L. Wolf, Jr. recorded among the said land records in Liber 1931 Folio 96; thence binding on same
29. S 55° 23' 10" W, 500.00 feet; thence
30. S 35° 23' 20" E, 250.00 feet to a point being a common corner of the aforesaid Farmers National Bank; thence with same
31. N 55° 23' 10" E, 500.00 feet to the point of beginning.

Containing 21.5905 Acres of land, more or less

BEING the same property which by Deed dated March 28, 1985 and recorded among the Land Records of Anne Arundel County in Liber No. 3870, folio 423 was granted and conveyed by The L.E.G. Joint Venture to Crow-Park Station Limited Partnership, a Maryland Limited Partnership.

BEING the same property which by Deed dated March 28, 1985 and recorded among the Land Records of Anne Arundel County in Liber No. 3870, folio 414 was granted and conveyed by The Farmers National Bank of Maryland to Crow-Park Station Limited Partnership.

Together with the rights, privileges and benefits contained in that certain Deed dated January 27, 1965 and recorded among the land records of Anne Arundel County in Liber 1831, Folio 83; and

Together with the rights, privileges and benefits contained in that certain Deed dated March 26, 1984 and recorded among the land records of Anne Arundel County in Liber 3720, Folio 197; and

Together with the rights, privileges and benefits contained in that certain Deed dated December 28, 1961 and recorded among the land records of Anne Arundel County in Liber 1535, Folio 6; and

Together with the rights, privileges and benefits contained in that certain Deed dated December 17, 1963 and recorded among the land records of Anne Arundel County in Liber 1720, Folio 72; and

Together with the rights, privileges and benefits contained in that certain Agreement dated January 22, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in — — — — — Liber 4019, folio 405, consented to and confirmed in Letter Agreement dated June 15, 1987 & recorded in Liber 4543 folio 198 by James F. Bosse & Lois F. Bosse, his wife, & Agreement dated 3/17/86 & recorded as aforesaid in Liber 4543, folio 200 by & among Charles L. Wolf, Jr. and Charles H. Holly, et al.

Together with the rights, privileges and benefits contained in that certain Deed of Easement and Agreement dated June 9, 1975 and recorded among the land Records of Anne Arundel County, Maryland in Liber No. 2773, folio 444 between Giddings Realty Company and Charles L. Wolf, Jr., as confirmed by Confirmation of Deed of Easement and Agreement dated December 2, 1987, and recorded as aforesaid in Liber No. 4543, folio 194, made by Crow-Park Station Limited Partnership.

Mail to

American Title

RECORDED
2007 JUN 11 10 58 AM
ANN ARUNDEL COUNTY
CLERK OF COURTS
COURT HOUSE
ANNE ARUNDEL COUNTY
MARYLAND

273870

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR(S) and Address(es)</p> <p>David S. Hack T/A David S. Hack Enterprises 717 C. Hammonds Ferry Rd Linthicum, MD 21090</p> | <p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton - Commercial Collateral Dept.</p> <p>Return to Secured Party</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E Other

RECORD FEE 12.00
POSTAGE .50
#127774 0777 804 713415
07/21/88

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is \$100,000

LEW

DEBTOR:
David S. Hack T/A
David S. Hack Enterprises
(Type Name)

By: David S. Hack, Proprietor

SECURED PARTY:
SIGNET BANK/MARYLAND
By: Ross L. Brown, AVP

(Type Name)
July 6, 1988
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

12-80

273871

~~BOOK~~

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Capitol Sweeping & Repair Corp.
809 Oregon Avenue
Linthicum Heights, MD 21090

2. Secured Party(ies) and address(es)

Peabody Myers Corp.
1621 S. Illinois St.
Streator, IL 61364

Attn: Credit Dept.

3. Maturity date (if any):

For Filing Officer
(Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property: NOT SUBJECT TO TAX

Sunvac street sweepers, Vactor sewer and catch basin cleaners, truck chassis on which the same are mounted, together with associated engines, transmissions, and all replacement parts, additions or accessions, and all cash and non cash proceeds of sale of each thereof, including Accounts, presently or hereafter acquired.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
POSTAGE .50
#178750 UTTT R04 T13:16

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: ANNearundel County Recorder, P.O. Box 71, Annapolis, MD 21404

Capitol Sweeping & Repair Corp.

By: Raymond D. Bunker Pres.
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

1150

07/21/88
TEW

BOOK

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248060

RECORDED IN LIBER 463 FOLIO 380 ON 7/11/83 (DATE)

1. DEBTOR

Name Environmental Elements Corporation
Address 3700 Koppers Street, Baltimore, MD 21202

2. SECURED PARTY

Name American Security Bank, N.A.
Address 1501 Pennsylvania Avenue, N.W., Washington, DC 20013
Attention: Ms. Ruth L. Neyens, Vice President
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/31/88

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>See attached schedule</p> | |

RECORD FEE 38.00
POSTAGE .50
#178770 DTIT R04 T13-24
07/21/83
CK

Dated 7/19/88

Ruth L. Neyens
(Signature of Secured Party)

Ruth L. Neyens
Type or Print Above Name on Above Line
Vice President

2850

SCHEDULE

| | |
|----------------------------------------------------------------------|--------------------------------------------------------------------------------|
| 22 Assorted Large Drill Bits | 1 Marquette Electronic Engine Analyzer, #8 |
| 145 Assorted Medium Drill Bits | 1 Hydroscale 10,000 lb. Crane Scale |
| 135 Assorted Small Drill Bits | 1 Morris-Wheeler 16' Motorized Gantry Crane w/2 Electro-Lift 5-Ton Cable Hoist |
| 165 Assorted Keller Reamers | 1 15' Steel Portable Ladder |
| 20 Assorted Large Taps | 1 18' & 1 14' Steel Pipe Racks |
| 12 Assorted Medium Taps | 9 Sections of Assorted Pallet Racking |
| 40 Assorted Small Taps | 1 8'x16' Propane Railroad Transfer Car |
| Assorted Taps & Dies | 2 Steel DP Desks & 6 Assorted File Cabinets |
| 25 Assorted Large Reamers | 3 Coffing 2-Ton Electric Jib Cranes |
| 40 Assorted Medium Reamers | 1 P&H 1/2-Ton Electric Jib Crane |
| Assorted Tooling | 1 16' Spreader Beam |
| 1 Jet 6" Vertical Belt Sander w/12" Disc Grinder, M/N JSG-6 | 1 3'x3' Steel Surface Table |
| 2 Magnetic Base Drill Presses | 1 18' Spreader Beam w/4 Chains Assorted Pallet Racking |
| 2 Trumpf Electric Nibblers, M/N TKFB-100, S/N 701100 | 1 48'x192" Acorn Welding Table |
| 2 Pneumatic Disc Grinders | 1 Tannewitz 36" Band Saw, M/N GH, S/N 7639 |
| 2 Manual Hydraulic Pumps | 4 Sections of 3'x8'x10' Steel Pallet Racking |
| 2 Track Burning Units | 1 Linde VI-252, 250 Amp. Power Source, S/N B-271-0703 (No Boom) |
| 1 Dry Rod Electrode Stabilizing Oven, Type 300 | 1 16' Spreader Beam |
| 4 Steel Layout Tables | 1 Toledo 6500 lb. Platform Scale, M/N 2191, S/N 1590533-1 |
| Assorted Pipe Fittings, Valves, Bolts, & "U" Bolts | Contents of Shelving - Insulation, Machine Parts, Caulking, & Guns |
| 2 Fox Valley Line Painters | 7 Sections of 4'x8'x10' Pallet Racking |
| 1 2'x2' Steel Surface Place | 1 Baldor Abrasive Cut-Off Saw |
| 1 Chicago Pneumatic Cable Reel | 2 10' Sections of Roller Conveyor |
| 1 Simplex Ratchet | 1 Monarch 13" Engine Lathe w/54" Between Centers, 15-1/2" Swing, S/N 42868 |
| 1 Toledo Manual Pipe Threader | 1 Slayman #2, 10 Ton Punch Press |
| 2 Ratchets & 4 Sockets | 1 Abrasive #3B Surface Grinder, 8"x24" Magnetic Chuck |
| 1 H.P.C. Submersible Sump Pump, M/N 6-SD-20A-78 | 1 K.R. Wilson 75-Ton Hydraulic Frame Press, M/N 37F, S/N 1506 |
| 1 Electric Cable Hoist | 1 Grob 18" Band Saw, Type MS18, S/N 1102 w/Blade Welder |
| Assorted Hydraulic Parts, Chain, & Wheel | 1 Grob 18" File, M/N FA18, S/N 1227 |
| 1 Manual Winch | 1 Rockwell Radial Arm Saw, M/N 14-RAS, S/N GG3837 |
| 1 50 H.P. Elec. Motor | 1 Chicago 30" Manual Bending Brake, S/N 2028 |
| 1 Crane Hook | |
| 2 5000 lb. Pallet Lifts | |
| 1 Staton 3000 lb. Pallet Lift | |
| 1 Oster Electric 2" Pipe, Conduit, & Bolt Machine, #655, S/N YX-1449 | |
| 2 Barrel Stands | |
| 3 Steel Table Stands | |
| 1 Red Devil Paint Shaker (Parts Only) | |
| Assorted Punch Parts & Machine Parts | |
| 1 5'x5' Steel Layout Table | |
| 5 Assorted Steel Cabinets w/Machine Parts | |
| 1 8-Tier Rotary Parts Rack | |
| 1 8' Wood Cabinet w/Machine Parts | |

- 1 Rotex Manual Turret Punch,
M/N 18, S/N 45123
- 1 Baldor Double End Pedestal Grinder
- 1 Portable Oil Fired Steam Cleaner
- 1 Black Diamond Tool Grinder, M/N
BW-80, S/N 24591, w/1/3 HP Motor
- 1 Oster Electric Pipe Theader,
M/N 304-B, S/N GZ-145
- 1 Double End Pedestal Grinder
- 1 Buffalo Ped. Drill Press
- 1 Delta Ped. Drill Press
- 1 10,000 lb. Crane Scale
- 1 8' Wood Work Bench w/5" Vise
- 1 6' Steel Worktable w/5' Vise
- 1 6' Steel Worktable w/5" Vise
- 4 Assorted Worktables
- 1 4' Steel Worktable w/6" Vise
- 1 Pandjiris 18" Electric Power Roll
- 2 Pandjiris 18" Manual Rolls
- 1 P&H 2-Ton Electric Cable Hoist
w/Jib Crane
- 1 Conco 5 Ton Bridge Crane-
On Trailer (No Trailer)
- 1 Hyster 13,000 lb. 2-Stage Gas
Forklift, M/N H130F, S/N
D006D03036V
- 1 Hyster 6000 lb. 2-Stage Propane
Riding Forklift, M/N H60C, S/N
C5D14140U
- 2 Hyster 8000 lb. 2-Stage Propane
Riding Forklifts
- 1 Hyster 6000 lb. 2-Stage Propane
Riding Forklift, M/N H60C
- 1 AMF Harley Davidson Electric
Golf Cart w/Charger
- 1 E-Z-Go Electric Golf Cart,
S/N 771220-T42042
- 1 Big Joe 4000 lb. Electric
Walk-A-Long Forklift,
M/N PDC-40-154, S/N 92259
- 1 Big Joe 3000 lb. Electric
Walk-A-Long Forklift
- 1 Big Joe Manual Pallet Stacker
- 1 Big Joe 3000 lb. Electric
Walk-A-Long Forklift,
M/N PDC-30-130, S/N 30961
- 1 Advance Retriever #56 Electric
Sweeper
- 1 Grove Rough Terrain 30-Ton
Crane, M/N RT-635, S/N 19394,
90' Boom
- 1 Lorain 27-1/2-Ton Rough Terrain
Mobile Hyd. Crane (1979),
M/N Ltr-275, S/N 60652, 86' Boom
- 1 1978 Ottawa #30 Yard Tractor,
S/N 52095, w/Hydraulic Fifth
Wheel (No Title)
- 1 1985 45' Single Axle Lo-Boy
Trailer, S/N 1BM32481XFAA11274
- 1 1985 45' Single Axle Lo-Boy
Trailer, S/N 1BM324818FAA11273
- 1 Atlantic Mobile 21' Office
Trailer, M/N AD-25, S/N W11618
- 1 15' Office Trailer
- 2 40' Sliding Double Axle
Flat Bed Trailers
- 1 36' Sliding Double Axle
Flat Bed Trailer
- 1 36' Single Axle Flat Bed Trailer
- 2 40' Double Axle Flat Bed Trailers
- 1 30' Single Axle Flat Bed Trailer
- 1 Kentucky 40' Sliding Double Axle
Box Trailer
- 1 Trailmobile 40' Sliding Double
Axle Box Trailer
- 1 36' Double Axle Flat Bed Trailer
- 1 Brown 40' Sliding Double Axle
Flat Bed Trailer
- 1 36' Single Axle Single Drop Flat
Bed Trailer
- 1 2-5'x5' Acorn Welding Tables
- 2 4'x8' Transfer Trailers
- 2 16' Transfer Trailers
- 5 Assorted Steel Carts
- 9 3-Compartment Steel Bins
- 10 Boxes of Assorted Electrical
Parts
- 1 1000-Gal. Steel Oil Tank
w/Containment Pan & Pump
- 3 Steel Storage Sheds
- Assorted Uprights for Frazier Rack
- 2 5'x5' Acorn Welding Tables
- 1 12,000-Gal. Steel Tank, 26'x7'
- 1 Duralite 12'x8'x8' Truck Body,
S/N 60477
- 1 Propane Transfer Cart
(No Contents)
- 1 60,000 lb. Crane Scale
- 1 30'x10"x24" High Acorn
Welding Table
- 2 Blueprint Cabinets, 2 Desks
& 3 File Cabinets

- 2 5'x5'Acorn Welding Tables w/Stand
- 50 Assorted Steel Cabinets
- 1 Bertsch #18 Pinch Type Plate, Bending Rolls, S/N M-9780, 3/4x14' Cap.
- 1 Ingersoll-Rand PAC 150 Air Compressor
- 3 Pandjiris Power Rolls
- 2 P&H 2-Ton Electric Jib Cranes
- 2 Coffing 2-Ton Electric Jib Cranes
- 1 Lincoln Idealarc DC 1000 ARC Welding Power Source w/Gantry, S/N AC586141
- 1 Shurweld 250 Amp Welder w/Wire Feed
- 2 Munch 1000 lb. Lift Crane, Approx. 35' High
- 70 Sections of Steel Shelving, Approx. 3'x35' high x 110' long
- 50 Sections of Steel Pallet Racks, 4'x35' high x 110' long
- 1 Dry Rod Oven
- 2 Miller #MC65E Arc Welders w/Wire Feed
- 1 Miller #CT-300 Arc Welder w/Wire Feed
- 1 Miller MP65-E Constant Pot. DC Arc Welding Power Source, S/N HK321206, w/Miller Cecil Auto Feed
- 1 Miller MP65-E Constant Pot. DC Arc Welding Power Source, S/N HK264636, w/Miller Cecil Auto Feed
- 1 Miller MP65-E Constant Pot. DC Arc Welding Power Source, S/N HK321200, w/Miller Cecil Auto Feed
- 1 Linde 650CV Welding Power Source, S/N E83A-39951, w/Wire Feed
- 1 Miller Delta Weld 650 Constant Potential DC Arc Welding Power Source, S/N JF881793, w/Wire Feed
- 1 Lincoln Idealarc DC-600 Arc Welder, S/N AC586891, w/Wire Feed & Transformer
- 1 Lincoln Idealarc DC-600 Arc Welder, S/N AC586890, w/Wire Feed & Transformer
- 1 Lincoln Idealarc R3R-400 Variable Voltage DC Arc Welding Power Source, S/N AC584258
- 1 Lincoln Idealarc R3R-400 Variable Voltage DC Arc Welding Power Source, S/N AC614731
- 1 Lincoln Idealarc R3R-400 Variable Voltage DC Arc Welding Power Source, S/N AC584255
- 1 Lincoln Idealarc R3R-400 Variable Voltage DC Arc Welding Power Source, S/N AC584251
- 1 Lincoln Idealarc R3R-400 Variable Voltage DC Arc Welding Power Source, S/N AC608058
- 1 Lincoln Idealarc R3R-400 Variable Voltage DC Arc Welding Power Source, S/N AC584250
- 1 Lincoln Idealarc R3R-400 Variable Voltage DC Arc Welding Power Source, S/N AC584261
- 1 Lincoln Idealarc R3R-400 Variable Voltage DC Arc Welding Power Source, S/N AC595585
- 1 Linde VCR-801 CV/DC Power Supply, S/N G84G41313, w/Wire Feed
- 2 ESAB #400UM Welders w/Wire Feed
- 1 Miller FC-6E 650 Amp. Constant Potential DC Arc Welder, S/N 72-608776, w/Wire Feed
- 1 Miller MP65-E 650 Amp. Constant Potential DC Arc Welder, S/N HD691959, w/Wire Feed
- 1 Miller MP65-E 650 Amp. Constant Potential DC Arc Welder, S/N HD691954, w/Wire Feed
- 1 Miller FC-6E 650 Amp. Constant Potential DC Arc Welder, S/N 72-621308, w/Wire Feed
- 1 Miller MP-45E 450 Amp. Constant Potential DC Arc Welder, S/N HK316541, w/Wire Feed
- 1 Miller MP-45E 450 Amp. Constant Potential DC Arc Welder, S/N HK298552, w/Wire Feed
- 1 Miller SRH-444 400 Amp. DC Arc Welding Power Source, S/N HK308446
- 1 Miller SRH-444 400 Amp. DC Arc Welding Power Source, S/N HK308463

- 1 Miller SRH-444 400 Amp.
DC Arc Welding Power Source,
S/N HK295997
- 1 Miller SRH-444 400 Amp.
DC Arc Welding Power Source,
S/N HK308464
- 1 Miller CP-300E 300 Amp. Constant
Potential DC Welding Machine,
S/N HE752691, w/Wire Feed
- 1 Miller CP-300E 300 Amp. Constant
Potential DC Welding Machine,
S/N HD720228, w/Wire Feed
- 1 Miller CP-300E 300 Amp. Constant
Potential DC Welding Machine,
S/N HD725480, w/Wire Feed
- 1 Miller CP-300E 300 Amp. Constant
Potential DC Welding Machine,
S/N HE752709, w/Wire Feed
- 1 Miller 300 Amp. Constant Potential
DC Arc Welding Power Source,
S/N HG011168
- 1 Miller CP300TS 300 Amp. Constant
Potential Welding Machine,
S/N 72-623619
- 1 Miller CP 300TS 300 Amp. Constant
Potential Welding Machine,
S/N 72-645358
- 1 Miller CP300TS 300 Amp. Constant
Potential Welding Machine,
S/N 72-645344
- 1 Miller CP300TS 300 Amp. Constant
Potential Welding Machine,
S/N 72-623620
- 1 Miller CP300TS 300 Amp. Constant
Potential Welding Machine,
S/N W519700
- 1 Miller CP300TS 300 Amp. Constant
Potential Welding Machine,
S/N W519693
- 1 Miller CP300TS 300 Amp. Constant
Potential Welding Machine,
S/N W519697
- 1 Miller CP300TS 300 Amp. Constant
Potential Welding Machine,
S/N W519695
- 1 Sureweld DRCP 300TS 300 Amp.
Constant Potential DC Welder,
S/N T-466898
- 1 Sureweld DRCP 300TS 300 Amp.
Constant Potential DC Welder,
S/N T470197
- 1 Sureweld DRCP 300TS 300 Amp.
Constant Potential DC Welder,
S/N T470198
- Sureweld DRCP 300TS 300 Amp.
Constant Potential DC Welder,
S/N T443088
- 1 Sureweld DRCP 300TS 300 Amp.
Constant Potential DC Welder,
T447004
- 1 Sureweld DRCP 250TS 250 Amp.
Constant Potential DC Welder,
S/N S413442
- 1 Westinghouse WSR400/400
DC Arc Welder, S/N F7-2
- 1 Westinghouse WSR400/400
DC Arc Welder, S/N F7-1
- 1 Lincoln 400 Amp. Generator
Power Source, S/N A122649
- 1 Lincoln 400 Amp. Generator
Power Source, S/N A129117
- 15 Lincoln 400 Amp. Generator
Power Sources
- 1 Lincoln Submerged Arc Welding
System w/2 Lincoln DC 800 Amp.
Power Sources, 1000 Amp. AC
Power Source, Lincoln Wire
Feeder, Controls, & Track
- 3 Linde VI-252 250 Amp.
DC Welding Power Supply
- 1 Linde VI-252 250 Amp.
DC Welding Power Supply,
S/N B2720910
- 1 Linde VI-252 250 Amp.
DC Welding Power Supply,
S/N B2701244
- 1 Linde VI-252 250 Amp.
DC Welding Power Supply,
S/N B2710662
- 1 Linde VI-252 250 Amp.
DC Welding Power Supply,
S/N B2701243
- 1 Linde VI-252 250 Amp.
DC Welding Power Supply,
S/N B2720903
- 1 Linde VI-252 250 Amp.
DC Welding Power Supply,
S/N B2730708
- 1 Linde VI-252 250 Amp.
DC Welding Power Supply,
S/N B2701150, w/Wire Feed
- 1 Linde VI-252 250 Amp.
DC Welding Power Supply,
S/N B2710696
- 1 Linde VI-252 250 Amp.
DC Welding Power Supply
S/N B2720907, w/Wire Feed

- 1 Linde VI-252 250 Amp. DC Welding Power Supply, S/N B2710692
- 1 ESAB 400 UM 400 Amp. DC Welding Power Source, S/N 1057-747-102, w/Wire Feed
- 1 ESAB 400 UM 400 Amp. DC Welding Power Source, S/N 1057-747-125, w/Wire Feed
- 1 ESAB 400 UM 400 Amp. DC Welding Power Source, S/N 1057-747-120, w/Wire Feed
- 1 ESAB 400UM 400 Amp. DC Welding Power Source, S/N 1057-747-132, w/Wire Feed
- 1 ESAB 400UM 400 Amp. DC Welding Power Source, S/N 1057-747-108, w/Wire Feed
- 1 Nelson TR-850A 850 Amp. Power Source, S/N HK293541
- 1 Nelson TR-850A 850 Amp. Power Source, S/N HK293543, w/Wire Feed
- 1 Linde V-160 160 Amp. MIG Welder, 1-Phase w/Wire Feed
- 1 Linde V-160 160 Amp. MIG Welder, 1-Phase, S/N 135422
- 1 Linde V-160 160 Amp. MIG Welder, 1-Phase w/Wire Feed, S/N 127109
- 1 Linde V-160 160 Amp. MIG Welder, 1-Phase w/Wire Feed, S/N 125264
- 1 Bernard Welding Cart w/Boom
- 2 Bernard Welding Carts w/Boom & Wire Feed
- 1 Bernard Welding Boom
- 1 ESAB #400UM Welder w/Wire Feeder
- 4 Wire Feed Units
- 1 Cable & Wire Feed Assorted Cable & Parts
- 1 Ransome Welding Positioner, M/N 60-P 6000 lb. Cap., 48" Table
- 13 Assorted Welder Stands
- 1 10" H.D. Double Chain
- Assorted Slings (w/Rack)
- 26 Slings (w/Rack)
- 1 Raymond 10,000 lb. Side Loader, S/N 075-79-705, M/N 75-SL100TN w/24' hgt.
- 1 Raymond 10,000 lb. Side Loader, M/N 75-SL100TN, S/N 075-SL100TN-436 w/24' hgt.
- 1 Raymond 6000 lb. Side Loader, M/N E6SLN-24-52-240-15, S/N 111-E6SLN-186 w/20' hgt.
- 1 Hobart Battery Charger, M/N 1050C3-18, 18 Cell
- 1 Gould Battery Charger, M/N GFC18-1120T1, 18 Cell
- 28 Sections of Frazier Rack, 4'x24', Double Sided w/2' Fingers
- 28 Sections of Frazier Rack, 4'x24' Single Sided w/4' Fingers
- 1 Over/Under Scale
- 2 Control Panels
- 1 Graco Pump, M/N 208356, S/N G60
- Assorted Crane Parts
- Assorted Hoses & Cable
- Sorgel 250 KVA, 1 Ph. Transformer
- 6 Sections of 4'x5' Steel Pallet Shelving
- Acco 3200 lb. Vac-U-Lift M/N 3200-18.5-0-0-3-B16-N30, 18' Long
- 2 Electro-Magnetic Crane Magnets
- 1 Whitney 70-Ton Hanging Punch w/20' Boom & Hydraulic Unit
- 1 Cincinnati 1000-Ton Press Brake, M/N 400-16, S/N 22106, 1"x13" Cap. 8" Stroke, 20 SPM, 24" Shut Height, Air Clutch
- 1 1-Ton Coffing Hoist
- 1 36" Floor Fan
- 1 Cincinnati 500-Ton Press Brake #340-12, S/N 21350, 5" Stroke, 13' Bet. Ctrs., 20' Overall
- 92 Assorted Brake Dies
- 3 Large Brake Dies
- 1 Fox 6'x18' Transfer Trailer
- Assorted Dies
- 8 Assorted Steel Stands
- 1 Marvel #81 High Speed Vert. Metal Cutting Band Saw, S/N E2504, Hyd., w/100' Power Feed Conv.
- 1 Coffing 3 Ton Hoist w/Beam
- 1 1/2 Ton Coffing Hoist w/Jib
- 1 P&H 1-Ton Hoist w/Jib
- 1 Shaw-Box 5-Ton Bridge Crane w/46' Span & Ped. Controls, S/N 9810
- 1 Fosdick 2-Spindle Ped. Drill Press
- 1 Double End Pedestal Grinder

- 1 Fosdick Radial Arm Drill
15" Column, 5' Arm,
S/N 13585W, 14-1010 RPM
- 400 Assorted Drill Bits, Reamers,
& Tool Holders
- 2 14-Drawer Vidmar Tool Cabinets
- 1 36" Manual Sheet Metal Pinch
Roller
- 1 Cincinnati 500-Ton Press Brake,
M/N 340X12, S/N 15282, 5" Stroke,
24"x20' Bed Area, 13' Bet.
Centers
- 1 20' Bolster For Brake
- 1 Cincinnati 400-Ton Press Brake,
#13 Series 16' Between Centers,
4" Stroke, S/N 39044
- 12 Press Brake Bed Extensions
- 12 Assorted Spider Parallels
- 33 Assorted Brake Dies & Rack
- 1 Cincinnati 90-Ton Press Brake,
M/N T90, S/N 22166, 10' Overall,
4" Stroke, 30 SPM
- 1 Chicago-Ryerson 350-Ton Press
Brake, M/N 712-D, S/N P5945/341,
4" Stroke, 24 SPM
- Assorted Brake Dies
- Acco 1/2-Ton Electric Hoist
- P&H 2-Ton Electric Cable Hoist
- Reeves Variable Speed Drive
- Spools of Cable
- 1 Baldor 20 H.P. Motor
1760 RPM, 3-Phase
- 1 Baldor 20 H.P. Elec. Motor
- 2 Baldor 20 H.P. Motors
1760 RPM, 3-Phase
- Retracting Cable Reel
- 5 Round Mirrors
- Contents of Shelving - Wire, Hose,
Machine Parts, & Motor
- 9 Sections of 3'x8'x10' Steel
Pallet Shelving
- 1/2 Ton Coffing Hoist w/Jib
- 1-Ton Coffing Hoist w/Jib
- 1 Jib Beam
- 50 Sections of Steel Double-Sided
Lockers
- 87 Sections of Steel Single-Sided
Lockers
- 12 5-Drawer Steel Blueprint Cabinets
- 1 IBM Electric Typewriter w/Mag
Card Reader
- 1 Hanging Blueprint Rack
- 1 Formica Top Wood Desk w/Return
- 3 DP Formica Top Steel Desks
- 1 4-Drawer Steel Letter File
Cabinet
- Assorted Desks & Parts
- 3 Drafting Tables
- Assorted Office Furniture
& Boxes
- 1 Measuring Device
- Assorted Desks, File Cabinets,
Chairs, & Table on 2nd Floor
(No Partitions)
- Assorted Desks, File
Cabinets, Chairs, & Table on
1st Floor
- 1 16'x40'x8' Office Complex
w/Steel Frame & /Steps
- 4 Aluminum Stretchers
- 1 Industrial Acoustics Hearing
Booth w/Beltone Audiometer,
M/N 109
- 1 Single Bed on Wheels
- 1 Steel Medical Cabinet
- 1 Detecto Medical Scale
- 1 S.S. Tray on Wheels
- 1 Vinyl & Steel Examining Table
- 1 Floor Lamp
- 1 Vinyl & Steel Swivel Stool
- 2 Cloth & Steel Chairs
- 1 Instamatic Electric Oven
475 Deg.
- 1 30"x4' S.S. Table
- 1 Eagle 3-Compartment S.S. Tub
Sink w/Drain Boards
- 1 Seco S.S. Hand Sink
- 1 Cecilware FE-100
2-Compartment Coffee Urn
- 1 Star 2-Basket Deep Fryer
- 1 Star 3' S.S. Grill
- 1 Duke 28' S.S. Self-Contained
Sandwich Unit & Serving Unit
- 1 6' Exhaust Hood w/Fire
Extinguisher
- 1 Star Self-Contained Reach-In
Refrigerator
- 16 3'x3' Formica Top Ped. Tables
- 38 Plastic & Steel Stack Chairs
- 1 30"x6' S.S. Table
- 1 5' Steel Table
- 1 3-Sided Office Complex
- 1 Rockwell Pedestal Drill Press,
M/N 15-665, S/N 1654906,
3/4 H.P., 1-Phase
- 1 Doall 12" Metal Cutting Saw,
ID #K-8138, S/N #843

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated June 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Coastal Carriers Corporation
Address 410 Severn Avenue, Suite 311, Annapolis, MD 21403

2. SECURED PARTY

Name Irving Trust Company
Address One Wall Street, New York, NY 10015
Attn: Legal Division - Legal Assistant-UCC
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Debtor's interest in monies due under Charter party with Republic of the Philippines covering the U.S. vessels PRODUCER and DR. JACK, in monies due under letter of credit opened by such Republic to secure its charter payment obligations and in proceeds of insurances covering collection of freights contracted for under said charter, all as more fully described in attached Sheet A.

CLERK OF CIRCUIT COURT, ANNE ARUNDEL COUNTY, MARYLAND

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

COASTAL CARRIERS CORPORATION

J. Patrick Dowd
(Signature of Debtor)

J. PATRICK DOWD
Type or Print Above Name on Above Line

William P. Reilly
(Signature of Debtor)

WILLIAM P. REILLY
Type or Print Above Signature on Above Line

IRVING TRUST COMPANY

A.D. Kruglinski
(Signature of Secured Party)

A.D. Kruglinski, VP
Type or Print Above Signature on Above Line

IRVU313035

RECORD FEE 11.00
POSTAGE .50
MAY 11 1988 07/21/88

TELE

Mail to

Box 1110 Albany, N.Y. 12201 INFOSEARCH Inc

SHEET A TO FINANCING STATEMENT
NAMING COASTAL CARRIERS CORPORATION
AS DEBTOR AND IRVING TRUST
COMPANY AS SECURED PARTY

This Financing Statement covers the following types or items of property:

(i) All right, title and interest of the debtor in and to all monies and claims for monies due and to become due thereto under a charter party (North American Grain Charterparty 1973 - PA No. RP-7021), dated May 20, 1988, with the Embassy of the Republic of the Philippines, providing for the carriage of approximately 16,700 gross tons of bagged rice by the United States flag barge PRODUCER in tow by the United States flag tug DR. JACK, as the same may be amended or supplemented from time to time;

(ii) All right, title and interest of the debtor in and to the proceeds of the letter of credit opened by the Republic of the Philippines and issued by Citibank in favor of the debtor to pay the freight due under the aforesaid charterparty, as the same may be amended from time to time; and

(iii) All right, title, and interest of the debtor in and to any and all proceeds of the insurances placed with John P. Tilden Ltd. covering the collection of freights due under the aforesaid charterparty and evidenced by John P. Tilden Ltd.'s cover note No. 88-6-1949.

273874

BOOK 530 PAGE 21

D-1
9.101.17

To Be Recorded in the
Financing Statement Records
of Anne Arundel County

Subject To
Recordation Tax on
\$14,000,000

The appropriate amount of tax has been paid with respect to a certain Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Fairfax County, Virginia and given as security for the same indebtedness.

FINANCING STATEMENT

This Financing Statement dated July 15, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor:

Fairfax Square I Company,
a Maryland general
partnership

Address:

P.O. Box 8691
Baltimore-Washington
International Airport
Baltimore, Maryland 21240

RECORD FEE
POSTAGE
ATTORNEY FEE
JUL 21 1988

TEW

SEE 19 573

30 12

2. Secured Party:

Aetna Life Insurance
Company, a Connecticut
corporation

CityPlace
Hartford, Connecticut 06156
Attn: Aetna Realty
Investors, Inc.

3. This Financing Statement Covers:

All property listed on Exhibit B attached hereto and incorporated herein.

4. Proceeds of collateral are covered hereunder.

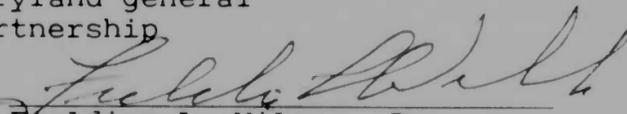
5. The aforesaid items are included as security under an Deed of Trust and Security Agreement given by Debtor to Michael L. Soffin and Fred A. Crowder, Trustees, and recorded or intended to be recorded among the Land Records of Fairfax County, Virginia, securing a Promissory Note from Debtor to Aetna Life Insurance Company.

6. The real estate consists of certain parcels of land containing 5.58395 ± acres and the improvements thereon known as

4501 Daly Drive in Fairfax County, Virginia, and more particularly described in Exhibit A attached hereto.

Debtor: Fairfax Square I Company,
a Maryland general
partnership

By:


Fielding L. Wilson, Jr.,
General Partner

*Pick up
EE 92*

To The Filing Officer: After this statement has been recorded,
please mail the same to Semmes,
Bowen & Semmes, 250 West P: id-21201.



Suite 1524, The World Trade Center, Baltimore, MD 21202-3041

1830963

EXHIBIT A

BOOK 530 PAGE 24

Being known and designated as Lot No. 18 as shown on a plat entitled, "Division of a Portion of the Remainder of Parcel 'C-1', Division of Parcel 'C', BROOKFIELD CORPORATE CENTER", which Plat is recorded among the Land Records of Fairfax County, Virginia in Deed Book 6313, page 978.

Together With the use in common with others of Daly Drive as shown on said Plat.

And together with the use in common with others of Willard Road as shown on said Plat.

9.101.12

EXHIBIT B

The Collateral consists of:

A. All Debtor's properties described in the paragraphs next following situated at and/or a part of and/or pertaining to the real property described in Exhibit A (hereinafter called "real property")

(1) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(2) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects,

removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(3) All the estate, right, title and interest of Debtor in and to all leases or subleases covering the real property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits of payments of similar nature.

(4) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

B. The collateral also includes the Escrow Fund described in that certain Tenant Finish Escrow Agreement of even date to which Debtor and Secured Party are signatory parties, and any and all interest earned on said funds.

Mail to

Fair Fax Sg

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,641.75. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Alan Gary Goodman Address(es) 1419 Forest Drive
Annapolis, Md. 21403

6. Secured Party: Maryland National Bank Address: 1713 West Street
Annapolis, Md. 21401
Attention: Barbara Slacum

RECORD FEE 11.00
RECORD TAX 77.00
STAGE .70
#178040 CFTT RM 113424
07/21/86

(Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

~~N/A~~ Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

~~N/A~~ Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

~~N/A~~ Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

~~N/A~~ General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

~~N/A~~ Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

~~N/A~~ All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

~~N/A~~ Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

~~N/A~~ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)

Debtor: Alan Gary Goodman

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any
Alan Gary Goodman

By: [Signature] (Seal)

By: _____ (Seal)
Type name and title, if any

Barbara J. Slacum Retail Sales Rep.
Type name and title

11
77,50

This Schedule A is attached to and made a part of a Security Agreement Dated June 16, 1988 between Maryland National Bank and Alan Gary Goodman.

1. One Model #4090 Crusader Reversible Duo Cart with amalgainator
2. One Model #1000 Crusader 1000 Standard Chair
3. One Model#19000 Chayes Dis. Stool DC-1
4. One Model#19010 Chayes Assist. Stool AS-1
5. One Model#800-5 Star Brite Ceiling Lights
6. One Model#MC-302 Combo Sink with additional three feet of counter
7. OneSamko W-1070 X-Ray
8. One Lares Apollo CS System with 557 Turbot Handpiece

273576

BOOK 530 PAGE 30

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any)

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) and address(es) THOMAS G SAUNDERS 95 HAMPSTEAD COURT SEVERNA PARK MD 21146 TRACEY A SAUNDERS | 2. Secured Party(ies) and address(es) RIGGS NATIONAL BANK 1120 VERMONT AVENUE NW WASHINGTON DC 20005 | For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #170860 0777 R04 113:05 07/21/08 TEW |
| 4. This financing statement covers the following types (or items) of property: BOAT 1987 HUTCHINS 27' S/N ABV000650787 MOTOR 19 UNIVERSAL 10 HP S/N 415525 XXXXXXXXXXXXXXXXXXXX | | 5. Assignee(s) of Secured Party and Address(es) |

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

Filed with

| | |
|-------------------------------------------------------------|------------------------------------------------------------------|
| X <i>Thomas G Saunders</i> _____ THOMAS G SAUNDERS | <i>J. A. Molstep</i> _____ J. A. MOLSTEP Vice President |
| By X <i>Tracey A Saunders</i> _____ TRACEY A SAUNDERS | By _____ Signature(s) of Secured Party(ies) |



FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Name of Debtor(s) (or Assignor) and address:
Cullison's Bay Furniture, Inc.
434 Londontown Road
Edgewater, Maryland 21037

2. Name of Secured Party (or Assignee) and address:

Second National Federal Savings Bank
Route 50 & Phillip Morris Drive
Post Office Box 2558
Salisbury, Maryland 21801

3. This Financing Statement covers the following types (or items of property):
SEE ATTACHED SCHEDULE "A"

RECORD FEE 11.00
POSTAGE .50
#170870 0777 004 113129
07/21/88

4. Check the statements which apply, if any, and supply the information indicated:

- The underlying secured transaction is not subject to recordation tax
- The underlying secured transaction is subject to recordation tax on the principal amount of \$ _____
- (If collateral is crops — describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

- (If collateral is goods which are or are to become fixtures — describe real estate; include name of record owner, house number and street or block reference which applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

- (If proceeds of collateral are covered). Proceeds of the collateral are also covered.
- (If products of collateral are covered). Products of the collateral are also covered.

Debtor(s)
Cullison's Bay Furniture, Inc. Company

By: *Peter Cullison Pres*
Peter Cullison, President

Secured Party:

BY: *Paul C. Conroy*
(AUTHORIZED SIGNATURE)

Paul C. Conroy, Vice President
(TYPE NAME AND TITLE)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

DATED: July 12, 19 88.

ATW

SCHEDULE "A"

Inventory - All of Debtor's inventory including but not limited to all items of Furniture and all other products and goods held for sale or lease, as raw materials, work in process and the completely finished end products, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, by way of replacement, renewal, return, repossession, substitution, addition or otherwise, and all additions and accessions thereto and all proceeds thereof, including returned and repossessed items and all documents covering inventory.

Receivables - All of Debtor's accounts, contract rights, chattel paper negotiable and non-negotiable instruments and agreements, and general intangibles evidencing and/or securing any monetary obligation presently existing and hereafter arising, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Receivables, including returned and repossessed items, and the proceeds thereof.

| | | |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 4. <input type="checkbox"/> Filed for record in the real estate records. | 5. <input type="checkbox"/> Debtor is a Transmitting Utility. | 6. No. of Additional Sheets Presented: |
| 1. Debtor(s) (Last Name First) and address(es) A. H. Miller, Jr., Inc. 154 Defense Highway Annapolis, Maryland 21401 | 2. Secured Party(ies) and address(es) Clark Equipment Credit Corporation 128 E Front Street Buchanan, MI 49107 Book 517 page 20 | 3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .30 #170280 CITY R04 113-70 07/21/88 |

7. This statement refers to original Financing Statement No. 269358 filed (date) 8-27-87 with Anne Arundel Cty.
#035850

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other

Contract # 233924 P88 Term Date: 06 Jul 88

RETURN TO: Sovran Bank/MD
6610 Rockledge Dr.
Bethesda, MD 20817

..... CLARK EQUIPMENT CREDIT CORPORATION

By *R. G. Lane* Authorized Signatory
Signature(s) of Secured Party(ies) 06 Jul 88

By
Signature(s) of Debtor(s) (only on amendment)

FINANCING STATEMENT FORM UCC-1

Identifying File No. 222579

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Woodstove Johnnys of Severna Park, Inc.

Address 407 Ritchie Highway Severna Park, MD 21146

RECORD FEE 11.00

POSTAGE .50

#178900 CITT 004 113-42

07/21/08

2. SECURED PARTY

Name Borg Warner Acceptance Corporation

Address P.O. Box 2857 / 6370 Magnolia Ave. Suite 310 Riverside, CA

Riverside, CA 92516-2857

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and replacements, all licenses, contract rights, chattel mortgages, and general intangibles now owned or hereafter acquired or to be acquired by Debtor. All equipment, furniture and fixtures, wherever located, now owned or hereafter acquired, in the possession, custody or control of the Debtor and all replacements, substitutions and accessories thereto and thereof. All proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the Collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael Lanasa
(Signature of Debtor)

Michael Lanasa, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

E. A. Cundiff

(Signature of Secured Party)

E.A. Cundiff Collection Manager

Type or Print Above Signature on Above Line

15.50

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266390

RECORDED IN LIBER 509 FOLIO 117 ON March 2, 1987 (DATE)

1. DEBTOR

Name W.H.B. Acquisition Corp., d.b.a. Bercon Packaging

Address 8304 Sherwick Court, Jessup, MD

2. SECURED PARTY

Name Security Pacific Business Credit, Inc.

Address 1100 Superior Avenue, Suite 1418, Cleveland, Ohio 44114

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p> |
| <p>Filed with: Clerk of Court Anne Arundel County, Maryland</p> | |

RECORD FEE 10.00
POSTAGE .50
#178910 CTTT 004 713145
07/21/88

RHM
W H B H W

Please return to:
Infosearch, Inc.
11 Beacon Street
Boston, MA 02108

Security Pacific Business Credit, Inc.

Dated May 24, 1988

Suzanne Geizer
(Signature of Secured Party)

Suzanne Geizer V.P.
Type or Print Above Name on Above Line

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255472

RECORDED IN LIBER 482 FOLIO 212 ON February 1, 1985 (DATE)

1. DEBTOR

Name W.H.B. Acquisition Corp., d.b.a. Bercon Packaging
Address 8304 Sherwich Court, Jessup, Maryland

2. SECURED PARTY

Name Security Pacific Business Credit, Inc.
Address 1100 Superior Avenue, Suite 1418

Cleveland, Ohio 44114

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50

#178420 DT77 004 113-85
07/21/88

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p> |
| <p>Filed with: Clerk of Court Anne Arundel County, Maryland</p> | |

Edm

W 4 B 5 4 9 6 5

Please return to:
Infosearch, Inc.
11 Beacon Street
Boston, MA 02108

Security Pacific Business Credit, Inc.

Dated May 24, 1988

Suzanne Geizer
(Signature of Secured Party)
Suzanne geizer V.P.
Type or Print Above Name on Above Line

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242563

RECORDED IN LIBER _____ FOLIO _____ ON 5-16-82 (DATE)

1. DEBTOR

Name National Telephone Company Inc.
Address 100 Unicorn Park Drive, Woburn, MA 01801

2. SECURED PARTY

Name American Security Bank, N.A.
Address 1501 Pennsylvania Avenue N.W., Washington, D.C. 20005

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p> |

B9492

RECORD FEE 10.00
POSTAGE .50
MAY 20 11 34 AM '82
07/21/82

TEW

American Security Bank, N.A.

Dated 7/1/88

John R. Murphy, V.P.
(Signature of Secured Party)

John R. Murphy
Type or Print Above Name on Above Line

Please return to:
Infosearch, Inc.
11 Beacon Street
Boston, MA 02108

UNIFORM COMMERCIAL CODE - STANDARD FORM
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC - FORM UCC-9

1. This statement is prepared by a filing office having jurisdiction to take uniform statements of continuation, partial release, assignment, etc. in accordance with the provisions of the Uniform Commercial Code, Article 9, and the laws of the State of Maryland, and is subject to the provisions of the Uniform Commercial Code, Article 9, and the laws of the State of Maryland.

This statement is prepared by a filing office having jurisdiction to take uniform statements of continuation, partial release, assignment, etc. in accordance with the provisions of the Uniform Commercial Code, Article 9, and the laws of the State of Maryland.

2. Debtor: G. L. Ryon Builders
5817 Sunny Drive
Lothian, MD 20711

Creditor: B&H Heavy Equipment Rental, Inc.
201 Ritchie Rd. - Bldg. C
Capitol heights, MD 20743

Date of Filing: December 7, 1987
Time of Filing: 10:28 AM
Filing Office: Anne Arundel Co., MD

3. This statement is prepared by a filing office having jurisdiction to take uniform statements of continuation, partial release, assignment, etc. in accordance with the provisions of the Uniform Commercial Code, Article 9, and the laws of the State of Maryland.

4. Filing Office: Anne Arundel Co., MD
Date Filed: December 7, 1987

5. Continuation: This document is a continuation of a statement of continuation, partial release, assignment, etc. previously filed in this office.
6. Termination: This document is a termination of a statement of continuation, partial release, assignment, etc. previously filed in this office.
7. Assignment: This document is an assignment of a statement of continuation, partial release, assignment, etc. previously filed in this office.
8. Amendment: This document is an amendment to a statement of continuation, partial release, assignment, etc. previously filed in this office.
9. Release: This document is a release of a statement of continuation, partial release, assignment, etc. previously filed in this office.

10. Cat 931B Loader - S/N 29 Y 01896

RECORD FEE 1.00
POSTAGE .30
#178940 0777 004 TEL 100
07/21 0

B&H Heavy Equipment Rental, Inc. TEW
Peter L. Sauer (Signature) Pres.

By: _____
Filing Office Copy - Assignment: STANDARD FORM - FORM UCC-9

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Records at Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s): _____ Address(es): _____
 A. John Briscuso,
 Agent for a Corporation
 to be formed

6 Secured Party Maryland National Bank Address Department Annapolis REIG
 Attention P. A. Hicks Post Office Box 987, Mailstop 500804
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

All Furniture, Equipment, Inventory and Management Contracts and other personalty connected with the restaurant business currently known as Whitehall Inn, Inc. Equipment further described on Schedule A.

Debtor: A. John Briscuso, Agent for a to-be-formed corporation

Secured Party: Maryland National Bank

By: A. John Briscuso (Seal)
Type name and title, if any
A. John Briscuso

By: [Signature] (Seal)

By: _____ (Seal)
Type name and title, if any

Patricia A. Hicks, Vice President
Type name and title

RECORD FEE 17.00
POSTAGE .50
REGISTERED MAIL 114.10
11/21/88

new

1760

EQUIPMENT LIST

A. LOBBY

- 1. MENU BOARD (BLACK) (1)
- 2. CIGARETTE MACHINE (COUNCIL VENDING) (1)
- 3. WOOD BENCHES (3)
- 4. SECTIONAL SOFAS, 8 PIECE (1)
- 5. BRASS TABLES, ETC. (3)

B. COURTYARD & LOUNGE

- 1. TABLES (24)
- 2. CHAIRS (58)
- 3. BOOTHS (2)
- 4. BAR STOOLS (5)

C. DINING ROOM

- 1. CHAIRS (77)
- 2. BOOTHS (13)
- 3. TABLES (30)

D. PATIO

- 1. TABLES (10)
- 2. CHAIRS (50)
- 3. KOLD DRAFT BEER BOX (1)
- 4. DRAFT BEER BOX DBL HEAD (1)
- 5. BAR W 3 COMPARTMENT SINK (1)
- 6. ICE BIN W/ COLD PLATE (1)
- 7. PEPSI DISPENSER (PEPSI-COLA) (1)
- 8. HAND SINK (1)
- 9. LIQUOR DISPENSING SYSTEM (NOT OPERATIONAL) (1)

E WAITRESS STATION DINING ROOM

- 1. STAINLESS STEEL SHELVES (1)
- 2. S.S. COUNTER UNIT REFRIG W/ SINK (1)
- 3. COFFEE MACHINE (SMELKINSON ON CONTRACT) (1)

F. WAITRESS STATION KITCHEN

- 1. LEITNER REFRIGERATOR (1)
- 2. WINE BOX (3 tap) (1)
- 3. 7' COUNTER UNIT REFRIG. S.S. W/SHELF. (1)
- 4. 6' S/S TABLE (1)

(1)

C.W. B.H.O.

- 5. GLASS RACKS w/ GLASSES (1)
- 6. Ice Cream Freezer (1)
- 7. GLASS DOOR REFRIGERATOR (1)
- 8. L-45 SWEDA REGISTER SYSTEM (1)
- 9. HAND SINK (1)
- 10. WINE REFRIGERATOR (1)
- 11. BUN WARMER (1)
- 12. S/S WORK TABLE (1)
- 13. ~~WINE~~ WINE BUCKETS (6)
- G. BAR
 - 1. 3 COMP. SINK (1)
 - 2. HAND SINK (1)
 - 3. 3 TAP BEER DRAFT BOX (1)
 - 4. PERLICK BEVERAGE COOLER (1)
 - 5. ICE BIN w/ COLD PLATE (1)
 - 6. ICE BIN (1)
 - 7. PERSI-COLA DRINK DISPENSER (CONTRACT) (1)
 - 8. S/S TABLE (1)
 - 9. GLASS RACK BRASS (1)
- H. COOKS LINE
 - 1. HAND SINK (1)
 - 2. VULCAN OVEN w/ 4 BURNERS (1)
 - 3. VULCAN GRILL (1)
 - 4. FRYERS (KEATING) (2)
 - 5. DIPPER WELL (1)
 - 6. OVEN TOASTER (1)
 - 7. STEAM TABLE COOKS LINE (1)
 - 8. 25 FT COOKS LINE w SHALF (1)
 - 9. HOBART MICROWAVE (1)
 - 10. ROLLING RACK (1)
 - 11. BLENDER (1)

(2)

Cover
Boyd

H. DISH, LAUNDRY ROOM

1. 3 COMP. SINK (1)
2. S/S POT RACK (1)
3. DISH WASHER (CONTRACT W. ECCO) (1)
4. DISH WASHER LINE STAINLESS L SHAPE (1)
5. WASHER & DRYER (LEASE) (1)
6. WALKIN FREEZER W/SHELVES (1)
7. WALK-IN COOLER W/SHELVES (1)
8. ROLLING STAND (1)
9. ICE MACHINE (1)
10. MOP SINK (1)
11. S/S FREEZER (1)
12. HAND SINK (1)

I. WINE ROOM

1. SAFE (NOT WORKING) (1)
2. SHELVING (1)

J. PREP ROOM

1. VULCAN STEAMER ON S/S TABLE (1)
2. S/S TABLES (3)
3. 3 COMP. SINK (1)
4. POT RACK W/ POTS (1)
5. ASSORTED PANS LOT
6. S/S SHELVES (2)
7. MEAT SLICER (1)
8. MIXER (1)
9. VULCAN OVEN W/ 4 BURNER TOP (1)
10. VULCAN OVEN W/ HOT TOP

J. OFFICE

1. DESK (2)
2. FILE CABINETS (2)
3. LADDER (1)
4. HIGH CHAIRS (2)
5. WATER CONDITIONING SYSTEM (ARUNDEL) (1)

(3)

Call Bill

STATE OF MARYLAND

BOOK 530 PAGE 43

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 246644

RECORDED IN LIBER 460 PAGE ~~XXXX~~ 104 ON 3-24-83 (DATE)

1. DEBTOR

Name J.R. McCrone Jr., Inc.

Address 20 Ridgley Avenue Annapolis, MD 21404

2. SECURED PARTY

Name Avco Financial Services Leasing Company

Address 620 Newport Center Drive Newport Beach CA 92660

Return to Debtor at above address.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
#178250 CITY #04 110-41
07/22/88

RJM

CHECK FORM OF STATEMENT

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: TERMINATION <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>Sch. 6</p> | |

Dated _____

K. Kelle
(Signature of Secured Party)

Avco Financial Services Leasing Company
Type or Print Above Name on Above Line

10

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

800 530 PAGE 44

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 236391 recorded in Liber 433, Folio 384 on January 26, 1981 (date).

1. DEBTOR(S):
 Name(s) Philip S. Marchesani and Patricia A. Marchesani
 Address(es) 753-222nd Street, Pasadena, MD 21122
5660-62 The Alameda, Baltimore, MD 21239

2. SECURED PARTY:
 Name: THE EQUITABLE TRUST COMPANY
 Address 100 S. Charles Street
Baltimore, MD 21201
Catherine M. Friesner, Documentation Assistant
 Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 21.00
POSTAGE .50
#177590 0577 684 110-92
01/22/81
TCU

9. DEBTOR:

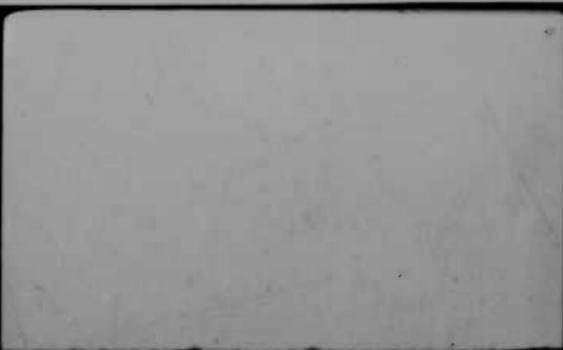
SECURED PARTY:

EQUITABLE BANK, National Association, Successor
in interest to The Equitable Trust
By Barbara A. Wykowski Company

Barbara A. Wykowski, Corporate Banking
(Type Name and Title) Officer

10.0

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd Fl.
BALTIMORE, MARYLAND 21201



**Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code**

BOOK 530 PAGE 45

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 236392 recorded in Liber 433, Folio 385 on January 26, 1981 (date).

1. DEBTOR(S)

Name(s) Christian W. Lehneis

Address(es) 5660-62 The Alameda, Baltimore, MD 21239

8092 Phrine Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name THE EQUITABLE TRUST COMPANY

Address 100 S. Charles Street

Baltimore, MD 21201

Catherine M. Friesner, Documentation Assistant

Person and Address to whom Statement is to be returned if different from above

RECORD FEE 10.00
POSTAGE .50
#178270 0777 034 110413
07/28/80

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. _____

9. DEBTOR:

SECURED PARTY:

**EQUITABLE BANK, National Association, Successor
in Interest to The Equitable Trust
By Barbara A. Wykowski Company
Barbara A. Wykowski, Corporate Banking
(Type Name and Title) Officer**

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

150



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
EAGLE INSTANT SIGNS, LTD.
7950 Roxbury Drive
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
MIDLANTIC COMMERCIAL
LEASING CORP.
225 W. 34th St.
New York, NY 10122

For Filing Officer (Date, Time, Number, and Filing Office):

RECORD FEE 11.00
M170290 0777 R04 T10144
07/22/88

TEW

4. This financing statement covers the following type(s) for item(s) of property:
(1 each) Photo System, Paper System and Vinyl System as further described on the attached Schedule of Equipment.

5. Assignee(s) of Secured Party and Address(es):

(not subject to recordation tax)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

EAGLE INSTANT SIGNS, ~~INC.~~ LTD.
By: Robert A. Schweg President
Signature(s) of Debtor(s)

MIDLANTIC COMMERCIAL LEASING CORP.
By: J. Banks
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1. 11

SCHEDULE _____

BOOK 530 PAGE 47

Schedule referred to in and made part of agreement dated _____
 between EAGLE INSTANT SIGNS, LTD. and MIDLANTIC COMMERCIAL LEASING CORP.
LESSOR

| QUANTITY | SERIAL NO. | DESCRIPTION (MFG., MODEL No.) | AMOUNT |
|----------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| (1) | | PHOTO SYSTEM - "Signmaster" Camera and Projection Unit with Reducer. Enlarger, etc. - Ultra Violet Exposure Box - Tilt Top Light Table | |
| (1) | | PAPER SYSTEM - "Multi-Tech" 20 MB Hard Drive with Color Monitor and Dot Matrix Printer - Software 1) Program for paper banners up to 20 ft. in length 2) Program for all size posters - "General Binding" Laminator - Inventory | |
| (1) | | VINYL SYSTEM - "Tecno Arts" 36" Wide Plotter with Heated Diamond Stylus - Software - Inventory | |

MIDLANTIC COMMERCIAL LEASING CORP.
LESSOR

EAGLE INSTANT SIGNS, LTD.
LESSEE

TITLE

X Robert A. Shug President
TITLE

STATE OF MARYLAND

BOOK 530 PAGE 48

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 218930

RECORDED IN LIBER _____ FOLIO _____ ON August 7, 1978 (DATE)

1. DEBTOR

Name Meier, Robert F.
Address 400 Russell Street, Baltimore, MD 21230

2. SECURED PARTY

Name Mobil Oil Corporation
Address P.O. Box 839, Valley Forge, PA 19482

RECORD FEE 10.00
#177200 DTTT 604 110-45
07/22/88

RPM

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

Dated _____

Barbara Hutchins
(Signature of Secured Party)

Barbara Hutchins
Type or Print Above Name on Above Line

10.50

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

| | |
|------------------------|-------|
| For Filing Officer Use | |
| File No. | |
| Date & | |
| Hour | |

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing January 2, 1985 Record Reference 255070
Maturity date (if any) liber 481 folio 140

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|----------------------------------------------------------|-----|---------------------|---------------|-----------|
| Kim, Kil Soo | | 6217 64th Ave., #4, | E. Riverdale, | Md. 20737 |

| Name of Secured Party or assignee | No. | Street | City | State |
|-----------------------------------|-----|-----------------|--------|-----------|
| Park, Chan Ho | | 7 Bideford Ct., | Balt., | Md. 21234 |

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

Nelson Moskowitz, Esq.
920 Hyde Rd.
Silver Spring, Md. 20902

RETURN TO:

RECORD FEE 10.00
POSTAGE .30
#179310 CTTT R04 T10-46
07/22/88

Debtor(s) or assignor(s)

David [Signature]
Kil Soo Kim

(Seal)

(Corporate, Trade or Firm Name)

Chan Ho Park
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1050

| | | |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 4. <input type="checkbox"/> Filled for record in the real estate records. | 5. <input type="checkbox"/> Debtor is a Transmitting Utility. | 6. No. of Additional Sheets Presented: |
| 1. Debtor(s) (Last Name First) and address(es) Conley Fisher 8367 Balto. & Annapolis Pasadena, MD 21122 | 2. Secured Party(ies) and address(es) CLARK EQUIPMENT CREDIT CORP. 128 EAST FRONT STREET BUCHANAN, MI 49107 128 EAST FRONT STREET Windsor, CT 06095 | 3. For Filing Officer (Date, Time, Number, and Filing Office) RECORDED RECORD FEE 10.00 #179390 DT77 204 110149 07/22/88 |

7. This statement refers to original Financing Statement No. 258335 filed (date) 09-06-85 with Anne Arundel

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other

REPO 88

CONTRACT NUMBER 213177 ~~1987~~ Equipment: Melroe M643 Bobcat w/flotation tires
Assigned to: John C Louis Co Inc. and 54" bucat w/teeth, 20141
1805 Cherry Hill Road
Baltimore MD 21230

..... CLARK EQUIPMENT CREDIT CORPORATION
..... Authorized Signatory
By Signature(s) of Debtor(s) (only on amendment)
By *[Signature]* Signature(s) of Secured Party(ies) 07Jul88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated July 14, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B&C Landclearing Company, Inc.
Address P.O. Box 66, Odenton, MD 2113

2. SECURED PARTY

Name Sequa Financial Corporation
Address 420 Lexington Ave. New York, NY 10170

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
One (1) Bark Buster Model H-1100 Chip Grinder
One (1) Allis-Chalmers Model 7045 Diesel Tractor

RECORD FEE 11.00
POSTAGE .50
MICHIGAN STATE ROAD TOLL 1.00
STREET LIGHT 1.00
TEW

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Richard W. Beatty Pres.
(Signature of Debtor)
B&C Landclearing Company, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Ball
(Signature of Secured Party)

JOHN BALL
Type or Print Above Signature on Above Line

11/50

BOOK 530 PAGE 52

273897

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)
Hutzler Brothers Company
Harundale Mall
100 Harundale Mall
Glen Burnie, MD 21061

2 Secured Party(ies) and Address(es)
Schottenstein Stores Corporation
1800 Moler Road
Columbus, OH 43207

3 For Filing Officer
(Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

See Exhibit A, attached, for collateral.
See Exhibit B, attached, for additional addresses of Debtor.

RECORD FEE 13.00
#179410 CITY 804-710150
07/22/88

TEW

Check if covered:

Products of Collateral are also covered

No. of additional sheets presented: 2

Filed with Anne Arundel County, Maryland Recorder

HUTZLER BROTHERS COMPANY

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

SCHOTTENSTEIN STORES CORPORATION

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM -
UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is
approved by the Secretary of State

13.00

Revised, Am. S.B. 161, Eff. 3/15/82
anderson publishing co. cincinnati, ohio 45201

EXHIBIT "A"

Inventory

All of Debtor's inventory, including, but not limited to, parts, supplies, raw materials, work in process, finished goods, materials used or consumed in Debtor's business, repossessed and returned goods, (all of the foregoing items and types of property hereinafter the "Collateral"); whether Debtor's interest in the Collateral as owner, co-owner, lessee, consignee, secured party or otherwise be now owned or existing, or hereafter arising or acquired, and wherever located, together with all substitutions, replacements, additions and accessions therefor or thereto, all documents including, but not limited to, negotiable documents, documents of title, warehouse receipts, storage receipts, dock receipts, dock warrants, express bills, freight bills, airbills, bills of lading and other documents relating thereto, all products thereof and all cash and non-cash proceeds thereof including, but not limited to, notes, drafts, checks, instruments, insurance proceeds, indemnity proceeds, warranty and guaranty proceeds and proceeds arising in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority).

DEBTOR:

Angelo R. Acerra

JMS1611:15

EXHIBIT "B"

Additional Addresses of Debtor.

Hutzler Brothers Company
200 N. Howard Street
Baltimore, Maryland 21201

Hutzler Brothers Company
One East Joppa Road
Towson, Maryland 21204

Hutzler Brothers Company
Eastpoint Mall
7835 Eastern Avenue
Baltimore, Maryland 21224

Hutzler Brothers Company
White Marsh Mall
8200 Perry Hall Blvd.
Baltimore, Maryland 21236

Hutzler Brothers Company
Harundale Mall
100 Harundale Mall
Glen Burnie, Maryland 21061

Hutzler Brothers Company
Security Square Mall
6901 Security
Baltimore, Maryland 21207

A-7568

TO BE FILED IN FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506 Page No. 344
Identification No. 43046 Dated 12/29/86

1. Debtor(s) { Sulin Enterprises, Ltd.
Name or Names—Print or Type
1133 Greenwood Road Pikesville MD 21208
Address—Street No., City - County State Zip Code

2. Secured Party { Yorkridge-Calvert Savings and Loan Association
Name or Names—Print or Type
3725 Old Court Road Baltimore MD 21208
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____ RECORD FEE 10.00
POSTAGE .50
4. Check Applicable Statement: #316760 C345 R01 T10425

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

07/22/88
TW

BEING KNOWN AND DESIGNATED AS Lot No. 43, as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Dated: July 17, 1987 Yorkridge-Calvert Savings & Loan Assn.
Name of Secured Party
Bonita L. Taylor
Signature of Secured Party
Bonita L. Taylor, Assistant Vice President
Type or Print (Include Title if Company)

Loan Bro. Form T-1

10
4

RETURN TO -
Central Maryland Title Company
7310 Ritchie Highway, Suite 210
Glen Burnie, Maryland 21061

THIS STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| 1 Debtor(s) (Last Name First) and address(es) Hutzler Brothers Company One East Joppa Road Towson, Maryland 21204 | 2 Secured Party(ies) and address(es) Westinghouse Credit Corporation One Oxford Centre Pittsburgh, PA 15219 | 3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|

RECORD FEE 10.00
#179420 CTT7 RD4 T10151
07/22/88

4 This statement refers to original Financing Statement bearing File No. 074416055 Date Filed November 20 19 86

Filed with Anne Arundel County

5 Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective

6 Termination Secured party no longer claims a security interest under the financing statement bearing file number shown above

7 Assignment The secured party's right under the financing statement bearing file number shown above to the property described in item 10 has been assigned to the assignee whose name and address appear in item 10

8 Amendment Financing Statement bearing file number shown above is amended as set forth in item 10

9 Release Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above

505196

[Handwritten signature]

10 Partial Subordination

Secured party hereby subordinates its lien to a lien in favor of Schottenstein Stores Corporation to the extent described in that Intercreditor and Subordination Agreement dated May 10, 1988.

No of additional sheets presented

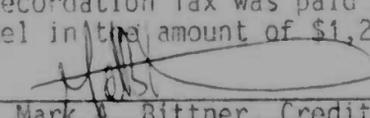
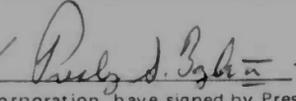
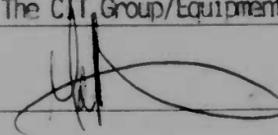
By _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

Westinghouse Credit Corporation

By *[Signature]*
Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL
WC 172 (2/77)

15

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Maryland Financing Statement <small>All information must be typewritten or printed in ink.</small> | | File No. |
| <small>(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small></small> | | |
| Debtor(s) Name(s) and Address(es) Taylor Land Resources, Inc. 461 Blackshire Road Severna, Anne Arundel, MD 21146 | Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1180 West Swedesford Road Berwyn, PA 19312 | |
| Assignee of Secured Party THE CIT GROUP/EQUIPMENT FINANCING, INC. | The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. On the amount of \$179,095.50. | |
| This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) 1988 MDI-Yutani Model 300 S/N YC00180, Hydraulic Excavator. One (1) 1985 Kawasaki Model 85ZZ Front End Loader S/N 0153. The above complete with all related parts, attachments and accessories. I certify under penalty of perjury that Recordation Tax was paid to the Circuit Court of the County of Anne Arundel in the amount of \$1,253.67. <div style="text-align: right;"> Mark A. Bittner, Credit Analyst</div> | | |
| Proceeds of collateral are also covered. | | |
| * If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate) | | |
| If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____ | | |
| This Statement is to be returned, after recordation, to The CIT Group/Equipment Financing, Inc. at its address above. | | |
| Debtor(s) <u>Taylor Land Resources, Inc.</u> | Secured Party <u>The CIT Group/Equipment Financing, Inc.</u> | |
| By  Title <u>President</u> | By  | |
| <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> | | |
| <u>Paul S. Taylor III</u> | <u>Mark A. Bittner</u> | |
| Type or print name(s) of person(s) signing | Type or print name of person signing | |
| 5-SA-989E | | |

11-0-60

RECORD FEE 11.00
POSTAGE .50
#152460 0040 R03 111459
07/22/88
TEW

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
 Subject to Recordation Tax on prin-
cipal amount of \$2,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

Sally Ann Sohr Health Associates, Inc.

4860 Church Lane
Galesville, Maryland 20765

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
eral): All Borrower's furniture, fixtures, machinery, and equipment and
all replacements thereof and additions or attachments thereto, and all
Borrower's accounts receivable, contract rights and inventory, now owned
or hereafter acquired, and the proceeds and products thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

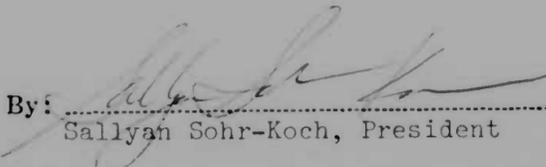
5. Proceeds)
.....Products)) of the collateral are also specifically covered.

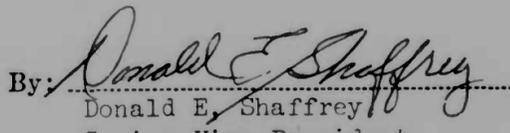
Debtor

Secured Party (Assignee)

Sally Ann Sohr Health Associates, Inc.

THE CITIZENS NATIONAL BANK

By: 
Sally Ann Sohr-Koch, President

By: 
Donald E. Shaffrey
Senior Vice President

By:

Type or print all names and
titles under signatures.

Return To : The Citizens National Bank
14435 Cherry Lane Court
Laurel, Maryland 20707
Attn. Post-Settlement Dept.

11-
14-00

FINANCING STATEMENT

THANKS DED: \$4500.00 ; \$ 330.00
PAID TO THE AIA COUNTY CLERK OF
Not subject to recordation tax
The Clerk

1. Name of Debtor(s): ALVIN EUGENE O'DELL, JR
Address: LAURE JO O'DELL
ALVIN EUGENE O'DELL, JR.
MICHAEL O'DELL
800 GOVERNORS BRIDGE ROAD
DUNDORVILLE, MARYLAND 21035
2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST COMPANY
Address: P.O. BOX 311
ANNAPOLIS, MARYLAND 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 14.00
RECORD TAX 315.00
POSTAGE .50

4. This Financing Statement covers the following types (or items) of property: 1985 CATERPILLAR 953 L6P, SERIAL NUMBER 202328

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

#317850 0345 R01 T09:01
07/25/88

TEWA

Debtor(s):
- Alvin Eugene O'Dell, Jr.
x Laure Jo O'Dell
- Alvin Eugene O'Dell, Sr.
x Michael Arlene O'Dell

Secured Party:
ANNAPOLIS BANK AND TRUST COMPANY
(Type Name of Dealership)
By: John Paul Koehler, M.P.
(Authorized Signature)
John Paul Koehler
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

14-
3/5-
S

MN272301.FIS
9171 - 5/29/88

BOOK 530 PAGE 60

273003

FINANCING STATEMENT

1. Name(s) of Debtor: RESERVOIR LIMITED PARTNERSHIP
Address(es): 7779 New York Lane
Glen Burnie, Maryland 21061

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
10 Light Street
Baltimore, Maryland 21202
Attn: Thomas P. Talbott

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 1, 1988, from Debtor to Dennis M. Miller and Stephen F. Beckenholdt, Trustees (the "Deed of Trust"), all property being located in Baltimore County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

5. Recordation tax on the principal sum of \$1,100,000 has been paid to the Clerk of the Circuit Court of Baltimore County upon recording of the Deed of Trust.
6. The record owner of the real property described in the Deed of Trust is the Debtor.

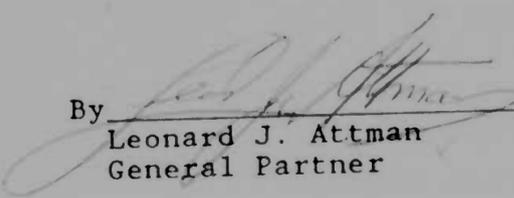
Debtor:

RESERVOIR LIMITED PARTNERSHIP

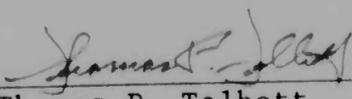
Secured Party:

MARYLAND NATIONAL BANK

By


Leonard J. Attman
General Partner

By


Thomas P. Talbott
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Susan Zimmerman Whitman

PLEASE RECORD AS FOLLOWS:

- ~~1. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY~~
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
- ~~3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Baltimore County, State of Maryland, and more particularly described as follows:

2.1667 ACRE PARCEL OF LAND ON THE SOUTHERNMOST SIDE OF HOOKS LANE, 600 FEET MORE OR LESS NORTHEAST OF REISTERSTOWN ROAD, BALTIMORE COUNTY, MARYLAND.

Beginning for the same at a point in the bed of Hooks Lane at the end of the first or South 56 degrees 55 minutes West 136.26 foot line of that parcel of land which by deed dated March 1, 1984 and recorded among the land records of Baltimore County, Maryland in Liber E.H.K. Jr. 6689 folio 514, etc. was conveyed by Morris A. Goldman and Christine A. Goldman, his wife, to Four Carat Limited Partnership running thence and binding in the bed of Hooks Lane, the courses herein after refer to the true meridian as established by the Baltimore County, Maryland Grid System, and binding reversely on the aforementioned first line, and reversely on the first line of the third parcel, reversely on the first lines of the first and second parcels of land which by deed dated March 1, 1984 and recorded among the aforementioned land records in Liber E.H.K. Jr. 6686 folio 284, etc. was conveyed by Eugene W. Gilbert and Cheryl G. Gilbert, his wife, to Four Carat Limited Partnership and binding also reversely on the first line of the first described parcel of land which by deed dated December 7, 1983 and recorded among the aforementioned land records in Liber E.H.K. Jr. 6660 folio 237 was conveyed by Marion I. Churn and Virginia R. Churn, his wife to Four Carat Limited Partnership, North 48 degrees 14 minutes 54 seconds East 380.97 feet, thence leaving the bed of Hooks Lane and binding reversely on part of the sixth or last line of the last herein above mentioned parcel, South 41 degrees 18 minutes 47 seconds East 15.76 feet to a point on the

BOOK 530 PAGE 63

southernmost side of Hooks Lane and to the northwestern most corner of Lot 1 as shown on a plat of Pikesville Heights and recorded among the aforesaid land records in Plat Book W.P.C. 7 folio 34, running thence and binding on the southernmost side of Hooks Lane and on the northernmost side of Lots 1, 2 and half of Lot 3 as shown on said plat and on that parcel of land which by deed dated April 10, 1984 and recorded among the aforesaid land records in Liber E.H.K. Jr. 6721 folio 652, etc. was conveyed by Cornelia A. Walker to Four Carat Limited Partnership, North 48 degrees 41 minutes 13 seconds East 62.50 feet, thence binding on said last mentioned conveyance and on the center of Lot 3 as shown on the aforementioned plat, South 41 degrees 18 minutes 47 seconds East 155.75 feet to a point on the northernmost side of Lot 66 as shown on the aforementioned plat of Pikesville Heights thence continuing the same course and running for a line of division, South 41 degrees 18 minutes 47 seconds East 43.49 feet through Lot 66 and part of Lot 65 and part of that parcel of land which by deed dated June 13, 1985 and recorded among the aforesaid land records in Liber E.H.K. Jr. 6950 folio 123 was conveyed by Vincent Piccinini to Four Carat Limited Partnership thence for another line of division through part of said Lot 65, South 48 degrees 41 minutes 13 seconds West 62.50 feet to the beginning of the second line of the secondly described parcel of the herein above mentioned conveyance from Marion I. Churn and wife to Four Carat Limited Partnership and to a corner marked 3 shown on a plat of Commercentre recorded among the aforesaid land records in Plat Book E.H.K. Jr. 49 folio 110 thence binding reversely on part of the North 48 degrees 14 minutes 55 seconds East 481.20 foot line of said plat and on the second line of the secondly described parcel aforementioned from Marion I. Churn and wife to Four Carat Limited Partnership also binding for a part on the sixth line of the fourth parcel of the aforementioned conveyance from Eugene W. Gilbert and wife to Four Carat Limited Partnership and lastly binding reversely for a part on the third line of the aforementioned conveyance from Morris A. Goldman and wife to Four Carat Limited Partnership, South 48 degrees 14 minutes 55 seconds West 381.20 feet thence binding reversely on the second line of the last mentioned conveyance, North 41 degrees 15 minutes 05 seconds West 215.00 feet to the place of beginning.

Containing 94,382.88 square feet or 2.1667 acres of land, more or less.

FINANCING STATEMENT

1. Name(s) of Debtor: RESERVOIR LIMITED PARTNERSHIP
Address(es): 7779 New York Lane
Glen Burnie, Maryland 21061

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 1, 1988 from Debtor to Dennis M. Miller and Stephen F. Beckenholdt, Trustees (the "Deed of Trust"), all property being located in Baltimore County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

5. Recordation tax on the principal sum of \$6,464,000 has been paid to the Clerk of the Circuit Court of Baltimore County upon recording of the Deed of Trust.
6. The record owner of the real property described in the Deed of Trust is the Debtor.

Debtor:

RESERVOIR LIMITED PARTNERSHIP

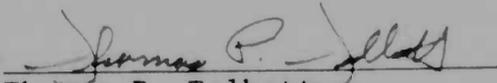
Secured Party:

MARYLAND NATIONAL BANK

By


Leonard J. Attman
General Partner

By


Thomas P. Talbott
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Susan Zimmerman Whitman

PLEASE RECORD AS FOLLOWS:

- ~~1. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY~~
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
- ~~3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

PROPERTY DESCRIPTION

ALL those tracts or parcels of land located in Baltimore County, State of Maryland, and more particularly described as follows:

PARCEL 1

3.0881 ACRE PARCEL OF LAND ON THE SOUTHEAST SIDE OF HOOKS LANE AND THE SOUTHWEST SIDE OF RESERVOIR ROAD, BALTIMORE COUNTY, MARYLAND.

Beginning for the same at the intersection of the southeast side of Hooks Lane and the Southwest side of Reservoir Road and at the northeasternmost corner of Lot 7 as shown on a plat of Pikesville Heights and recorded among the land records of Baltimore County, Maryland in Plat Book W.P.C. 7 folio 34, thence with the courses hereinafter referred to the true meridian as established by the Baltimore County, Maryland Grid System, and binding on the southwest side of Reservoir Road as laid out 30 feet wide on said plat South 41 degrees 18 minutes 47 seconds East 809.48 feet to the southeastern most corner of Lot 41 as shown on the aforementioned plat of Pikesville Heights, thence binding on the southeastern boundary of Lot 41 South 49 degrees 47 minutes 01 seconds West 195.04 feet to the southwesternmost corner of said Lot 41 running thence and binding on the southwesternmost boundary of the plat of said Pikesville Heights North 41 degrees 18 minutes 47 seconds West 606.51 feet to a point 6.51 feet northwest of the corner of Lot 64 and 65 as shown on said plat and to a point marked 3 on a plat of Commercenter and recorded among the aforementioned land records in Plat Book E.H.K. Jr. 49 folio 110

thence for lines of division the two following courses and distances; North 48 degrees 41 minutes 13 seconds East 62.50 feet and North 41 degrees 18 minutes 47 seconds West 43.49 feet to intersect the boundary line of Lot 3 and Lot 66 as shown on the aforementioned plat of Pikesville Heights said point being the southeasternmost corner of that parcel of land which by deed dated April 10, 1984 and recorded among the aforesaid land records in Liber E.H.K. Jr. 6721 folio 652, was conveyed by Cornelia A. Walker to Four Carat Limited Partnership running thence and binding on part of the northwesternmost boundary line of Lot 66 and on the southeasternmost boundary of that parcel of land which by deed dated June 15, 1983 and recorded among the aforesaid land records in Liber E.H.K. Jr. 6549 folio 814 was conveyed by Ira Tucker and wife to Jacob M. Antwerpen and wife, North 48 degrees 41 minutes 13 seconds East 67.50 feet thence binding on the northeasternmost boundary of the last mentioned conveyance, North 41 degrees 18 minutes 47 seconds West 155.75 feet to the southeast side of Hooks Lane, thence binding thereon North 48 degrees 41 minutes 13 seconds East 65.00 feet to the place of beginning.

Containing 134,520 square feet of 3.0881 acres of land, more or less.

Being Lots 7, 41 through 64 inclusive and part of Lots 6, 65 and 66 as shown on the aforementioned plat of Pikesville Heights recorded in Plat Book W.P.C. 7 folio 34.

PARCEL 2

3.5566 ACRE PARCEL OF LAND ON THE SOUTHEAST SIDE OF HOOKS LANE AND THE NORTHEAST SIDE OF RESERVOIR ROAD, BALTIMORE COUNTY, MARYLAND.

Beginning for the same at a point on the northeast side of Reservoir Road as laid out 30 feet wide and at the southwesternmost corner of Lot 40 as shown on a plat of Pikesville Heights and recorded among the land records of Baltimore County, Maryland in Plat Book W.P.C. 7 folio 34 thence, with the courses hereinafter referred to the true meridian as established by the Baltimore County, Maryland Grid System and binding on the Northeast side of Reservoir Road North 41 degrees 18 minutes 47 seconds West 788.11 feet to the widening line of Hooks Lane as shown on Baltimore

County right-of-way Drawing 68-377-7 which by deed dated November 13, 1973 and recorded among the aforesaid land records in Liber 5411 folio 176 was conveyed by William J. Thomson and wife to Baltimore County, Maryland thence binding on said widening North 05 degrees 18 minutes 30 seconds East 21.81 feet, thence with a curve to the right with a radius 1770.00 for an arc distance of 108.28 feet said arc being subtended by a chord North 53 degrees 41 minutes 14 seconds East 108.26 feet, North 55 degrees 26 minutes 23 seconds East 70.54 feet to a point on the northeastern boundary of the aforementioned Plat of Pikesville Heights running thence and binding thereon South 41 degrees 24 minutes 10 seconds East 789.09 feet to the southeasternmost corner of lot 40 as shown on the aforementioned plat of Pikesville Heights thence on the southeastern boundary of said Lot 40 South 49 degrees 47 minutes 01 second West 195.02 feet to the place of beginning.

Containing 154,926 square feet or 3.5566 acres of land, more or less.

Being Lots 8 through 40 inclusive as shown on the aforesaid plat of Pikesville Heights saving and excepting so much of the property described in a deed dated November 13, 1973 by and between William J. Thomson and Bertha F. Thomson, his wife, unto Baltimore County, Maryland in Liber E.H.K. Jr. 5411, folio 176 for easements together with the bed of Hooks Lane.

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENT OF CONTINUATION, PARTIAL RELEASE,
ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE
NO. 251796

RECORDED IN LIBER 472 FOLIO 533 ON April 26, 1984 (DATE)

1. DEBTOR

Name COLONIAL CABLEVISION, LTD., a Maryland limited partnership

Address 815 Route 3
Gambrills, MD 21054

2. SECURED PARTY

Name AMERICAN SECURITY BANK, N.A., as Agent

Address 1501 Pennsylvania Avenue
Washington dc 20013

JONES INTERCABLE INC. 9697 East Mineral Avenue; Englewood, CO 80112
attn: Susan Berkley
Person and Address To Whom Statement is To Be
Returned If Different From Above.

3. MATURITY DATE OF OBLIGATIONS (if any) _____

RECORD FEE 10.00
POSTAGE .30
#180730 CTTT ADA 113473
01/25/88

CHECK FORM OF STATEMENT

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: _____</p> |
| <p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.) TERMINATION</p> |

Dated 7/14/88 by [Signature] VP
(Signature of Secured Party)

AMERICAN SECURITY BANK, N.A., as Agent
Type or Print Above Name on
Above Line

1550

827 AM

5:30 PAGE 70

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT
Recorded among the Financing Records of Baltimore City in Liber SEB No. 410,
folio 379.

Roll No. _____ Page No. _____
Identification No. _____ Dated _____

1. Debtor(s) { CHATTERLEIGH LIMITED PARTNERSHIP
Name or Names—Print or Type c/o Gerald S. Klein
36 S. Charles Street, Baltimore, MD 21201
Address—Street No., City - County State Zip Code

2. Secured Party { Chase Bank of Maryland
Name or Names—Print or Type
10 E. Baltimore Street, Baltimore, MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: The property described below.</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

BEING KNOWN AND DESIGNATED as Lot 138, as shown on the plat of a subdivision entitled "PLAT 2, PHASE 2-C, PLAT 5 of 6, CHESTERFIELD" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 85, folio 23.

RHM

RECORD FEE 10.00
POSTAGE .50
#154500 0040 R03 109:46
07/27/88

Dated: June 23, 1988

CHASE BANK OF MARYLAND
Edward C. Brown
Name of Secured Party
Edward C. Brown
Signature of Secured Party
Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1
Return to: _____

10.00
.50

827 Ann

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT
Recorded in the UCC records of the SDAT.

Roll No. 2780 Page No. 1231
Identification No. 60077549 Dated January 7, 1987

1. Debtor(s) { CHATTERLEIGH LIMITED PARTNERSHIP
Name or Names—Print or Type c/o Gerald S. Klein
36 S. Charles Street, Baltimore, MD 21201
Address—Street No., City - County State Zip Code

2. Secured Party { Chase Bank of Maryland
Name or Names—Print or Type
10 E. Baltimore Street, Baltimore, MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: <u>The property described below.</u></p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

BEING KNOWN AND DESIGNATED as Lot 138, as shown on the plat of a subdivision entitled "PLAT 2, PHASE 2-C, PLAT 5 of 6, CHESTERFIELD" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 85, folio 23.

RECORD FEE 10.00
POSTAGE .50
#154510 0040 R03 109:47
07/27/88

Dated: June 23, 1988

CHASE BANK OF MARYLAND
Edward C. Brown
Name of Secured Party
Edward C. Brown
Signature of Secured Party
Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Return to:

10 50

Book 530 Page 72

Not Used

Sh. be. Land

7-25-88

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Records at AA County
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s): Farr International, Inc. Address(es): 326 First Street, Suite 24
Annapolis, Md. 21403

6 Secured Party Maryland National Bank Address: 7178 Columbia Gateway Drive
 Attention: Anjana Singh Columbia, Md. 21403
M/S 090159
 Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above.)

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property

A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or give rise to an account and all cash and non-cash proceeds and products of all such goods

D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Farr International, Inc.
 By: [Signature] 7/18/88 (Seal)
 Type name and title: Geoffrey R. Stagg, President
 By: _____ (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank
 By: [Signature] (Seal)
R.B. MEGEE VICE-PRESIDENT
 Type name and title

RECORD FEE 11.00
 POSTAGE .50
 #188198345 R01 T15*21
 07/25/88
 TW

BOOK 530 PAGE 74

STATE OF FLORIDA

273910

Seminole Form UCC-1

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

ONLY ONE NAME PER BOX

DEBTOR (Last Name First if a Person)
NAME **Aeroeco, Inc.**

1A MAILING ADDRESS **232 Cardamon Drive**
CITY **Edgewater** STATE **MD 21037**

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)
NAME **Macomber, Robert T.**

1B MAILING ADDRESS **232 Cardamon Drive**
CITY **Edgewater** STATE **MD 21037**

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)
NAME **Macomber, Betsy**

1C MAILING ADDRESS **232 Cardamon Drive**
CITY **Edgewater** STATE **MD 21037**

* SECURED PARTY (Last Name First if a Person)
NAME **Intercontinental Air, Inc.**

2A MAILING ADDRESS **P.O. Box 4558**
CITY **Ft. Lauderdale** STATE **FL 33338**

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)
NAME

2B MAILING ADDRESS

CITY STATE

ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
NAME

3 MAILING ADDRESS

CITY STATE

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

RECORD FEE 13.00
POSTAGE .50
#318710 0345 R01 T15:26
07/25/88
TEW

AUDIT UPDATE

VALIDATION INFORMATION

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"

* Port-A-Port hangar a/k/a Wedgecore steel building, presently located on tie down #6 leased from Annapolis Flying Service, Inc. at Lee Airport, Annapolis, Maryland.

5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.

6. Filed with **State of Maryland**

7. No of additional Sheets presented

8. (Check) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid
 Florida Documentary Stamp Tax is not required

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state
 which is proceeds of the original collateral described above in which a security interest was perfected
 as to which the filing has lapsed
 acquired after a change of name, identity, or corporate structure of the
 debtor or secured party

10. (Check if so)
 Debtor is a transmitting utility
 Products of collateral are covered

11. SIGNATURE(S) OF DEBTOR(S)
X **Robert T. Macomber**
X **Elizabeth B. Macomber**

12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE
[Signature]
[Signature]

13. Return copy to:

| | |
|----------|-----------------------------------|
| NAME | Intercontinental Air, Inc. |
| ADDRESS | P.O. Box 4558 |
| CITY | Ft. Lauderdale |
| STATE | Florida |
| ZIP CODE | 33338 |

NAME AND ADDRESS OF PREPARER

FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

BOOK 530 PAGE 75

FINANCING STATEMENT-UCC-1

Ford Motor Credit Company 

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

| | | |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) and Address(es) MANNELL COMPANY 3777 DANFORTH RD DANFORTH, MO 64118 | 2. Secured Party(ies) and Address(es) Ford Motor Credit Co. PO Box 637 Metairie, LA 70002 | For Filing Officer (Date, Time, Number and Filing Office) RECORD FILE #101180 0777 R04 TL-405 JUL 10 87 |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|

4. This financing statement covers the following types (or items) of collateral:
 1987 305 GMC - Motor Vehicle
 RECORD FEE 10.00
 POSTAGE .50
 #101180 0777 R04 TL-405
 JUL 10 87
 QCQ8

Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented: 1

Filed with: _____
 This instrument prepared by: 509-361

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
 Ford Motor Credit Co. (Secured Party)

Dated: 7-13, 19 87 By: [Signature] (Signature of Secured Party or Assignee of Record - Not valid until signed)

FMCC
 JUL 70 7098

FILING OFFICER COPY - ACKNOWLEDGMENT

Previous editions may be used. Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 265473 Dated 11/5/87
Record Reference 500-531

2. DEBTOR is:

Name: Lessis, Frank and Lessis, Mary (Last Name First)
Address: 72 Kinship Road, Baltimore, MD 21222

RECORD FEE 10.00
POSTAGE .50
#101100 CTTT R04 T14446
07/05/00
70

3. SECURED PARTY is:

Name: Alevrofas, George and Alevrofas, Anna S.
Address: 1218 Brunswick Court, Arnold, MD 21012

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:
Marvin H. Schein, Esq.
Suite 400, Title Building
110 St. Paul Street
Baltimore, MD 21202

George Alevrofas
George Alevrofas
Anna Alevrofas
Anna S. Alevrofas
SECURED PARTY:

Date: _____, 19____ By: _____

F. A. COUNTY

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR(S) and Address(es)</p> <p>COMMERCE DISTRIBUTORS, INC. trading as GOOD TIDINGS 700 Evelyn Avenue Linthicum, Maryland 21090</p> | <p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: G. Bolton</p> <hr/> <p>Return to Secured Party</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of wholesale distributing (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E. Other

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~is not~~ exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ _____

RECORD FEE 10.00
POSTAGE .50
MONTGOMERY COUNTY 7/14/88
07/25/88

TEW

DEBTOR:
COMMERCE DISTRIBUTORS, INC.
Trading as GOOD TYDINGS

By: Craig A. Hoffman
(Type Name)

By: Craig A. Hoffman, CFO

SECURED PARTY:
SIGNET BANK/MARYLAND

By: S. G. Brooke Tucker
(Type Name)

July 14 1988
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

12-50

V/R 39

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 1. DEBTOR(S) (LAST NAME, FIRST) (ADDRESS) McShea, Michael 14110 River Mill Rd Friendship, MD 21794 | 2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Company P O Box 100 The Old History Office Mechanicsville, VA 23103 |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|

3. This statement refers to original Financing Statement No. 262300 Dated 6-18-86

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: | C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property: | D. Termination <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Book 499 Page 171

RECORD FEE 10.00
 POSTAGE .00
 #181210 CITT R04 T14449
 07/05/86

RJW

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co, MD

Ford Motor Credit Co
NAME OF SECURED PARTY

Dated: 7-13, 1988

By: [Signature]

10520

5088

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR (LAST NAME, FIRST ADDRESS)</p> <p>Cowington Jr, Maxwell 3109 Davidsonville Rd Davidsonville, MD 21035</p> | <p>2. SECURED PARTY(IES) AND ADDRESS(ES)</p> <p>Ford Motor Credit Co P.O. Box 537 Mechanicville, VA 23111</p> |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 248620 Dated: 7-15-87

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation. <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release. <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> | <p>C. Assignment. <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</p> | <p>D. Termination. <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

RAM

Book 514 Page 524

RECORD FEE 10.00
 POSTAGE .50
 #181230 OTT R04 T1448
 07/25/89

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co

Ford Motor Credit Co
(NAME OF SECURED PARTY)

Dated: 7-13, 19 88 By: D. Wright

1050

STATE OF MARYLAND

FORM 530 PAGE 80

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

238103

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.

RECORDED IN LIBER 438 FOLIO 138 ON 5/27/81 (DATE)

1. DEBTOR

LESSEE

Name Consumer Leasing of America, Maryland Limited Partnership
Address 6915 Ritchie Highway
Glen Burnie, Maryland 21061

2. SECURED PARTY

LESSOR

Name ITT Industrial Credit Company
Address 6400 Powers Ferry Road Suite 200
Atlanta, Georgia 30339

RECORD FEE 10.00
#181250-ETTT R04 T14150
07/25/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: XX
(Indicate whether amendment, termination, etc.)

termination

Dated 7-20-88

[Signature]
(Signature of Secured Party)

ITT Industrial Credit Company 40346015

Type or Print Above Name on Above Line

1500

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
MUNAO, INC., T/A JUMPERS
MALL EXXON, AND
MUNROE, WALTER JAMES, INDV.
3101 RITCHIE HIGHWAY
PASADENA, MD. 21122

2. Secured Party(ies) and address(es)
GENESIS LEASING CORP.
P.O. Box 163
LANSDALE, PA 19446

3. Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 13.00
H181260 CITY R04 T14150
07/25/98

4. This financing statement covers the following types (or items) of property
1988 GMC 30 SERIES, SN: 1GDHR34K5JJ501348
WITH A/C, 350 GAS ENGINE, 4 SPEED TRANS.,
11,000# GVW. EQUIPPED WITH VULCAN 572
LAZER Wheel lift WITH Dual Winches &
CONVENTIONAL Slings SN: 87100384

5. Assignee(s) of Secured Party and
Address(es)
Signet Bank
P.O. Box 2373
Baltimore, MD 21203
Attn: T0506

Not subject to recordation tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented
Munao, Inc. T/A Jumpers Mall Exxon, & Walter James Munroe,

Individually
By: Walter James Munroe, Indv.
Signature(s) of Debtor(s) Title

Genesis Leasing Corporation
By: Barbara A. Gibney Asst. Secy
Signature(s) of Secured Party(ies) Title

AY07

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 1. DEBTOR(S) (LAST NAME, FIRST, ADDRESS(ES)) Dunn, Earl and Bonnie A 4583 Cummingsville Saddleway Hagerwood, MD 20776 | 2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Company P. O. Box 637 1133 Old Hickory Drive Mechanicsville, VA 23111 |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 23592 Dated: 7-25-84

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: | C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property: | D. Termination. <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Book 475 Page 192

RECORD FEE 10.00
 POSTAGE .50
 #101270 CITT R04 TL4051
 07/25/84
 TC

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co, MD

Dated: 7-15, 1988 By: [Signature]
(NAME OF SECURED PARTY)

75.00

1150

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): A. Samuel Kurland
 (1) 1801, 1803-1805 Pennsylvania Avenue
 Baltimore, Maryland 21217

Address(es):
 (2) 545-547 Sanford Place, Balto., MD 21217
 (3) 2400 Druid Hill Ave., Balto., MD 21217
 (4) 7021 Liberty Road, Balto., MD 21207
 (5) 2 W. Hammonds Lane, Glen Burnie, MD 21061

6. Secured Party: Maryland National Bank
 Attention: R. Riley

Address: Department LDRU
 Post Office Box 987, Mailstop 022801
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 11.00
 POSTAGE .50
 #101290 CTTT R04 T14-30
 01/25/90

Debtor: A. Samuel Kurland

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any

By: [Signature] (Seal)

By: _____ (Seal)
Type name and title, if any

F. Lee Lawson, Assist. Vice President
Type name and title

MARYLAND NATIONAL BANK

1150

2331205 -

- 142135

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Baker, Gregory W.
7826 Bodkin View
Pasadena, MD 21122
314 641 357

2 Secured Party(ies) and address(es) DCSIF

John Deere Co.
P.O. Box 65090
West Des Moines, IA
50265-0090

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50
#181300 CTTT 004 T14152
07/25/88

4 This financing statement covers the following types (or items) of property

1- 22' Open C-Hawk Boat VIN# KME03157G-888

MAXIMUM AMOUNT OF INDEBTEDNESS IS
\$2746.00

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with

X Gregory W. Baker
By _____
Signature(s) of Debtor(s)

John Deere Co.
By Thomas J. Dootie
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

11 21 80

(1) Filing Office (Date, Time, Number, and Filing Office)

Book 530 Page 85

Not Used

Sh. be Land

7-25-88

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 12,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$84.00.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brumwell Wayne E. Sr.

Address 3913 Mountain Road Pasadena, Md 21122

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680 500 DiGiulian Blvd Glen Burnie, Md 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 84.00
POSTAGE .50
#161330 0777 R04 T14155
07/25/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wayne E. Brumwell, Sr.
See Attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

84.50

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

— SECURITY AGREEMENT —
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 19th day of July, 1988 by and between

Wayne E. Brumwell, Sr. having his principal place of business at 3913 Mountain Road
Pasadena, Maryland 21122

Mortgagor and First Interstate Credit Alliance, Inc. Mortgagee

WITNESSETH

1. To secure the payment with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, conveys, conveys, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown in said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.15% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, to amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives full access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon launch of this Mortgage, Mortgagee agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities, execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or hereof of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee, immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties of Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned, along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Sinaid B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York in either of them as Mortgagee's true and lawful Attorney in fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agrees to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for an arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership or control of Mortgagor, or if Mortgagor at any time dies, the security afforded by this Mortgage is, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations, as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross claims, set offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such right or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written

ATTEST
Wayne E. Brumwell, Sr. (Seal)
Mortgagor
By *Wayne Brumwell* (Signature)
Secretary (Title)

STATE OF } SS
COUNTY OF }
Wayne E. Brumwell, Sr. being duly sworn, deposes and says

- 1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 3. Mortgagor is solvent and justly indebted to amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

NOTARY PUBLIC
STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____ in said County before me personally appeared _____ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and I well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written
NOTARY PUBLIC
(Notarial Seal) (CA 107.77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 19 1988 between the under-
signed.

| QUANTITY | DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| 1 | Used International Paystar Steel Hood Dump Truck 300 Cummins Engine 8 speed w/aluminum Schott Dump Body The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property. | 1973 5000 | A5057CGB14189 |

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Wayne E. Brumwell, Sr.

By: _____

By: 

A A COUNTY

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

| | |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. DEBTOR(S) and Address(es) COMMERCE DISTRIBUTORS, INC. 4615 Hollins Ferry Road Linthicum, Maryland 21090 | 2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: G. Bolton Return to Secured Party |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of wholesale distributing (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever;

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

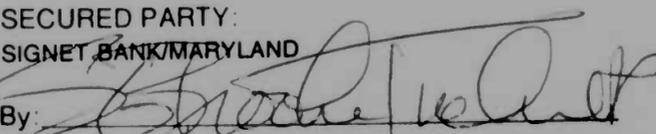
5. This transaction (is) ~~is not~~ exempt from the recordation tax. (Md.)

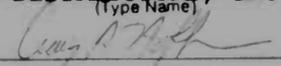
Principal amount of debt initially incurred is: \$ _____

DEBTOR:

SECURED PARTY:

COMMERCE DISTRIBUTORS, INC.
(Type Name)

SIGNET BANK/MARYLAND
By: 

By: 

S. G. Brooke Tucker, VP
(Type Name)

By: Craig A. Hoffman, CFO

July 14 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

1150

NOT SUBJECT TO RECORDATION TAX

Exempt pursuant to Property Tax Article
Section 12-108 (k) (4)

FINANCING STATEMENT

Amount of debt secured - \$17,000.00

Financing Statement Date - July 2, 1988, is presented to a filing
officer for filing pursuant to the Uniform Commercial Code.

DEBTOR:

NAME: Jong, Dal Lee
ADDRESS: 2129-B Forest Drive
Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50
#181390 CTTT R04 T14156
07/25/88

TW

SECURED PARTY:

NAME: Bumrug Sureephong and Kanchana Sureephong
ADDRESS: 7507 Holly Brook Road
Glen Burnie, MD 21061

NAME OF THE PERSON TO WHOM THE STATEMENT IS TO BE RETURNED IF DIFFERENT
FROM ABOVE:

NAME: Gabriel J. Poggi
ADDRESS: 7 Central Avenue
Glen Burnie, MD 21061

Maturity date of the obligation (if any) - July, 1991

This financing statement covers the following types (or items) of
property:

All equipment, fixtures, chattels and goods located at 2129-B
Forest Drive, Annapolis, Maryland, 21401.

~~11-50~~

The goodwill and tradename of the business presently conducted as "Annapolis T.V. Sales & Service".

All transferable licenses and permits connected with "Annapolis T.V. Sales & Service".

Check if applicable:

- Collateral is crops.
- Collateral is goods which are to become fixtures.
- Proceeds of collateral are covered.
- Products of collateral are covered.

SIGNATURES:

DEBTOR:

7/07/88

Jong Dal Lee
Jong Dal Lee

Jong Dal Lee
Signature

Jong Dal Lee

JONG. DAL. LEE.
Printed Name

CREDITOR:

Bumrug Sureephong
Bumrug Sureephong

Kanchana Sureephong
Signature

Bumrug Sureephong

Kanchana Sureephong

Printed Names

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Jacobs, David L. T/A J B Machine Co.

Address 11 Jakes Lane Pasadena, MD 21122

2. SECURED PARTY

Name W.C. Burroughs & Associates, Inc.

Address 7146 Montevideo Road Jessup, MD 20794

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
HARRIS CITY ROOM 115102
07/25/03

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David L. Jacobs T/A JB Machine Co.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Patrick White
(Signature of Secured Party)

Patrick White, Assist. Sec.
Type or Print Above Signature on Above Line

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 10, 1988 between W.C. Burroughs & Associates, Inc. as Seller/Lessor/Mortgagee and David L. Jacobs T/A J B Machine Co. 11 Jakes Lane Pasadena, MD 21122 (Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to use and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined herein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 9,672.00
 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 20th day of July 19 88

W.C. Burroughs & Associates, Inc.
 (Seller/Lessor/Mortgagee)
 By Wilbur C. Burroughs, V.P.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 530 PAGE 95

TO: W.C. Burroughs & Associates, Inc.
7146 Montevideo Road Jessup, MD 20794

FROM: David L. Jacobs T/A J B Machine Co.
11 Jakes Lane Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT in Cash, UNPAID BALANCE, INSURANCE, OFFICIAL or DOCUMENTARY FEES, PRINCIPAL UNPAID BALANCE, FINANCE CHARGE, CONTRACT PRICE, and TIME SALES PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at 11 Jakes Lane, Pasadena, Anne Arundel, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Nine thousand six hundred seventy two and 00/100 Dollars (\$ 9,672.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 21st day of August, 1988, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 403.00 and the final installment being in the amount of \$ 403.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

INITIALS HERE

Date: July 20, 1988
Accepted: W.C. Burroughs & Associates, Inc. (SEAL)
By: Wilbur C. Burroughs, V.P.

BUYER(S)-MAKER(S):
David L. Jacobs T/A J B Machine Co. (SEAL)

By: David L. Jacobs
Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

This is of the effect of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem it necessary, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. ~~Buyer hereby irrevocably authorizes and appoints any court of record to apply law and confer judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expense and 20% added for attorney's fee, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.~~

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. ~~A part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing is law here by designat and appoint Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and each parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.~~

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title therein; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not release Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for the assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess, and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ (Witness) By: _____ } (Signature, Title of Officer, "Partner" or "Proprietor")

INITIAL
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PAGE 06
 530

INITIAL

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): 4400

1. Debtor(s) (Last Name First) and address(es)
Christopher, M.D., Cheryl D. Brown
111 Cathedral Street
Annapolis, Md 21401

2. Secured Party(ies) and address(es)
Midlantic National Bank/Citizens
1 Engle Street
Englewood, NJ 07631

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#161370 0777 004 114457
07/25/84
TW

4. This statement refers to original Financing Statement bearing File No. 51529 (237 R02)
Filed with Anne Arundel County Date Filed March 14 19 84

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.
Federal Leasing Corp.
66 W. Mt. Pleasant Avenue
Livingston, NJ 07039

All equipment listed on original UCC-1

No. of additional Sheets presented:

Midlantic National Bank/Citizens

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257859

RECORDED IN LIBER 488 FOLIO 148 ON Aug. 8, 1985 (DATE)

1. DEBTOR

Playhouse Partnership, a Maryland General Partnership
Name Paul Pearson, II, Gen. Partner, Robert P. Cadwell, Gen. Partner
Address P.O. Box 3297, Annapolis, MD 21403

2. SECURED PARTY

Name Second National Federal Savings Bank
Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p> |

RECORD FEE 10.00
POSTAGE .50
#153980 C040 R03 715421
07/26/88
DB

Second National Federal Savings Bank,
organized and existing under the laws of the
United States of America, formerly Second
National Building & Loan, Inc.

Dated July 15, 1988

Debbie Bailey
(Signature of Secured Party)

Type or Print Above Name on Above Line

10.00
50

Debbie Bailey
Vice President

BLUMENTHAL, WAYSON, DOWNS, & OFFUTT, P.A.
121 WEST STREET
ANNAPOLIS, MD 21401
ATTN: DAVID S. BRUCE, ESQ.

Book 530 Page 99

Not Used

Sh. be Land

7-26-88

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264832

RECORDED IN LIBER 505 FOLIO 249 ON Nov. 26, 1986 (DATE)

1. DEBTOR

Name Playhouse Partnership Mr. Robert Schlesinger C/O Atlantic Enterprises

Address 410 Severn Avenue Suite 216, Annapolis, Md 21403

2. SECURED PARTY

Name Second National Federal Savings Bank

Address Phillip Morris Dr. & Rt. 50 P.O. Box 2558 Salisbury, Md 21801

Attn: Anne Riley

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

RECORD FEE 10.00
POSTAGE .50
#154000 0040 R03 T15:22
07/26/88
TW

Dated July 15, 1988

Joy J. Custis
(Signature of Secured Party)

Joy J. Custis

Type or Print Above Name on Above Line

Second National Federal Savings Bank,
organized and existing under the laws of
the United States of America, formerly
Second National Building and Loan, Inc.

BLUMENTHAL, WAYSON, DOWNS, & OFFUTT, P.A.
120 WEST STREET
ANNAPOLIS, MD 21401
ATTN: DAVID S. BRUCE, ESQ.

10.00
.50

BOOK 530 Page 101

Not Used

sh. be Land

7-26-88

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 517 FOLIO 7 ON Aug 27, 1987 (DATE)

1. DEBTOR

Name Playhouse Partnership C/O Wayne L. Rogers Synergics, Inc.

Address 410 Severn Avenue, Suite 313 Annapolis, Md 21403

2. SECURED PARTY

Name Second National Federal Savings Bank

Address Phillip Morris Dr. & Rt. 50 Box 2558 Salsibury, MD 21801

Attn: Anne Riley

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

RECORD FEE 10.00
POSTAGE .50
#154020 0040 R03 115423
07/26/88

Dated July 15, 1988

Joy J. Custis
(Signature of Secured Party)

Joy J. Custis

Type or Print Above Name on Above Line

Second National Federal Savings Bank,
organized and existing under the laws of
the United States of America, formerly
Second National Building and Loan, Inc.

BLUMENTHAL, WAYSON, DOWNS, & OFFUTT, P.A.
121 80 WEST STREET
ANNAPOLIS, MD 21401
ATTN: DAVID S. BRUCE, ESQ.

10.00
.50

BOOK 530 PAGE 103 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

273335

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Burch, Rhodes and Loomis
Address 22 Truckhouse Road, Severna Park, Maryland 21146

2. SECURED PARTY

Name Copy Service, Inc.
Address 8905 Kelso Drive, Baltimore, Maryland 21221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) August 30, 1988

4. This financing statement covers the following types (or items) of property: (list)

1 Canon NP 3025 Copier UBB01153
1 Copier Cabinet

RECORD FEE 11.00
POSTAGE 2.00
#102010 0777 004 713149
07/26/88
12

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Harvey F. Rodgers
(Signature of Debtor)

HARVEY F. RODGERS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jerold T. D...
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)
Basicomputer Corporation
947 West Waterloo Road
Akron, Ohio 44314

2 Secured Party(ies) and address(es)
Equitable Life Leasing Corporation
1600 Golf Road, Suite 520
Rolling Meadows, Illinois 60008

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
INSTRUMENT NO. 113250
07/26/88

4 This financing statement covers the following types (or items) of property:

Property leased or to be leased under that certain Master Equipment Lease Agreement No. 118027, dated May 26, 1988 between Debtor, as Lessee and Secured Party, as Lessor and all Rental Schedules thereunder, including but not limited to Data Processing, Office Processing or Production Equipment.
1-3-20-118027-00-001-005

This transaction is a lease and is not intended by the parties as a security transaction; filing is only intended to make the lease a matter of public record. NOT SUBJECT TO RECORDATION TAX - TRUE LEASE - NO SECURITY INTEREST

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 This financing statement is to be indexed in the real estate records of the county in which the real estate is situated.

Filed with: Clerk of Circuit Court of Anne Arundel County

This instrument prepared by Equitable Life Leasing Corporation

BASICOMPUTER CORPORATION
By: Robert Neal
Signature(s) of Debtor(s) Title

EQUITABLE LIFE LEASING CORPORATION
By: Judith H. Abbe
Signature(s) of Secured Party(ies) Title

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1863

Filing Officer Copy — Alphabetical

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated July 18, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H E B EQUIPMENT CO., INC.

Address 449 No. Potomac St., Hagerstown, MD 21740

*See below for Debtor's additional addresses.

2. SECURED PARTY

Name GROVE MANUFACTURING COMPANY

Address P.O. Box 21, Shady Grove, PA 17256-0021

ASSIGNEE: FIRST INTERSTATE CREDIT ALLIANCE, INC., 1900 Powell St. #950, Emeryville, CA 94608

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL OTHER PROPERTY INCLUDING FURNITURE, ELECTRONIC EQUIPMENT, BOOKS, RECORDS, PATENT RIGHTS, TRADEMARKS, COPYRIGHTS, AND OTHER RIGHTS IN INTELLECTUAL PROPERTY, AND ALL OTHER RIGHTS IN ANY AND ALL ASSETS, INCLUDING BUT NOT LIMITED TO, REAL ESTATE, WHICH ARE NOT OTHERWISE SPECIFICALLY DESCRIBED IN THIS FINANCING STATEMENT ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT

RECORD FEE 17.00
POSTAGE .50
#100030 C/TT RM 7:18:52
07/26/88 S

Account #1-054G-C-07-03315-2

"NOT SUBJECT TO RECORDATION TAX" CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

DEBTOR'S ADDITIONAL ADDRESSES:

1066C Virginia, Ave., Harrisonburg, VA 22801
809-J Barkwood Court, Linthicum Heights, MD 21090
15223 Molly Pitcher Hwy., Greencastle, PA 17225

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

See attached for signature

(Signature of Debtor)

H E B EQUIPMENT CO., INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul E. Graham
(Signature of Secured Party)
Paul E. Graham, Asst. Secty.
FIRST INTERSTATE CREDIT ALLIANCE, INC.
Type or Print Above Signature on Above Line

1750

CONDITIONAL SALE CONTRACT NOTE

TO: Grove Manufacturing Company (Seller) FROM: H E B Equipment Co., Inc. (Buyer)

P.O. Box 21, Shady Grove, PA 17256-0021 (Address of Seller) 449 No. Potomac St., Hagerstown, MD 21740 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): Four (4) Grove Manlifts Md. SM2633E, S/N's: 18228, 18229, 18230, and 18231, complete with all attachments and accessories.

(1) TIME SALES PRICE \$ 37,359.00
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 37,359.00

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: Hagerstown, Maryland

**PAYMENT SCHEDULE:

1 installment at \$3,735.90 followed by; 48 installments at \$622.65 followed by; 1 installment at \$ 3,735.90.

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty seven thousand three hundred fifty nine and 00/100-----

Dollars (\$ 37,359.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 50 successive monthly installments, commencing on the 27th day of December, 19 88, and continuing on the same date each month thereafter until paid; the first ** installments each being in the amount of \$ ** and the final installment being in the amount of \$ **

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 11.75 % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

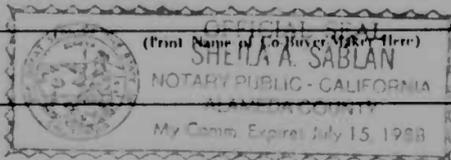
Date: June 27th, 1988

Accepted: Grove Manufacturing Company (SEAL) H E B Equipment Co., Inc. (SEAL)

By: John D. Marshall, Senior Vice President - Finance (Signature) By: Jeffrey Kerns, President (Signature)

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)



This instrument prepared by

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page) © 1975 CREDIT ALLIANCE CORPORATION

ORIGINAL FOR CREDIT ALLIANCE CORPORATION

7-14-88

530 PAGE 107

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any taking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)
(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer, Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Witness) By: _____ (SEAL) (Signature: Title of Officer, "Partner" or "Proprietor") Signature of Seller

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 27, 1988 between GROVE MANUFACTURING COMPANY, as Seller/Lessor/Mortgagee and H E B EQUIPMENT CO., INC., 449 No. Potomac St., Hagerstown, MD 21740 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. ~~It is also agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligations under the contract in full immediately upon the sale, transfer, assignment or conversion of the Property and/or if FICAI is unable to promptly retake possession of the Property free and clear of any liens and encumbrances in the event of a default under the contract.~~

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 28,019.25, plus any and all interest

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of June, 1988.

GROVE MANUFACTURING COMPANY (Seal) (Seller/Lessor/Mortgagee)

By: Charles Zenene, Treasurer

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICAL-5A



I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL WHICH WAS PRESENTED TO ME FOR MY INSPECTION. July 14, 1988

Mail to Grove MANU. Co

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

| | |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR and Address (Last Name First)</p> <p>Telespectrum, Inc. 406 Headquarters Drive Millersville, MD 21108</p> | <p>2. SECURED PARTY and Address</p> <p>Signet Bank/Maryland P.O. Box 1077 Baltimore, MD 21203</p> |
| <p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p> | <p>4. RETURN TO:</p> <p>Signet Bank/Maryland, Formerly UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203</p> |

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 270237 Date 10-19-87, 19 87

Record Reference book 519 page 100

6. Item No. 5 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Amount of indebtedness is increased to \$100,000. Debt is exempt from recording tax. Loan secured by accounts receivable

RECORD FEE 10.00
POSTAGE .50
#182048 DT77 R04 T13452
07/26/88

Handwritten signature/initials

Dated this 15th day of June, 19 88

DEBTOR:

Telespectrum, Inc.

By: Karen E. Schweitzer
Karen E. Schweitzer, President (Title)
President

SECURED PARTY:

Signet Bank/Maryland

By: Paul R. Lenhart
Paul R. Lenhart, V.P. (Title)

UCC-5

Handwritten: 1050

STATE OF MARYLAND
FORM 530 PAGE 110
FINANCING STATEMENT FORM UCC-1

273333
Identifying File No. # 5059

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDI Integration Corporation
Address 1302 Concourse Drive, Suite 301, Linthicum, MD 21090

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 6925 P Oakland Mills Road, Columbia, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

" SEE ATTACHED SCHEDULE A "

(CONDITIONAL SALES CONTRACT)

Name and address of Assignee

RECORD FEE 13.00
POSTAGE .50
#102250 CITT 004 113154
07/26/08

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

EDI Integration Corporation
Shirley A. Carley
(Signature of Debtor)

NATIONAL SURETY LEASING, INC.
6925-P OAKLAND MILLS ROAD
COLUMBIA, MARYLAND 21045

Shirley A. Carley, Treasurer
Type or Print Above Name on Above Line
(Signature of Debtor)

Carole R. Hardesty
(Signature of Secured Party)

Shirley A. Carley
Type or Print Above Signature on Above Line

Carole R. Hardesty, President
Type or Print Above Signature on Above Line

SCHEDULE A

LEASE # 5059

DATED July 22, 1988

- One (1) Haworth 3 Drawer 42" wide Lateral File Cabinet, Letter size, locking.
- One (1) Nucraft Rolled Edge Series Radius Cube Drum Table, 29x29x21 "H Finish Med Walnut.
- Four (4) All Steel Storage Cabinets 36x18x78"H, Color Warm Beige.
- Two (2) All Steel 8900 Series Table Assembly 48x24, with one "C" leg, color Warm Beige.
- One (1) Task Arm Chair, All Steel 600 Series, Apricot Fabric, Brown Shell.
- One (1) Three Drawer Lateral File, Color Meridian Light Gray.
- One (1) Two Drawer Lateral file, All Steel Color smoke.
- One (1) Classroom Table 72x24, Krueger, Oak Top, Chrome Legs.
- One (1) Secy Desk with return, All Steel Cube Style, Color White
- One (1) Secy Chair, Rust Fabric All Steel.
- One (1) All Fabric: F-6X Bluegrass Basketweave System & Seating Profile: R-Beige All Laminate: H-34 Beige , Seating Fabric: K-KC Savory Nubby Wool.
- One (1) Wall Mount Kit 66H
- Two (2) Panels 2'W, 66H
- One (1) Panel 30"W, 66H
- One (1) Panel 3'W, 66H
- One (1) Panel 42"W, 66H
- One (1) Panel 5'W, 66H
- One (1) Panel 2'W, 35"H
- One (1) Panel 4'W, 35"H
- One (1) Base Feed Assembly
- One (1) BX/6 Duplex Receptacles
- Four (4) Worksurfaces #'s 530, 4220, 424, 324
- One (1) Adjustable Keyboard Pad
- One (1) Box Drawer, Lock
- One (1) File Drawer
- One (1) Shelf 5'
- One (1) Flip Door Fabric Front 5'
- One (1) Tasklight 5'
- One (1) Wire Channel
- One (1) Shelf 42"
- One (1) Flip Door Fabric Front
- One (1) Tasklight
- One (1) Managerial Task Arm Chair
- Two (2) Wall Mount Kits 66H
- Two (2) Panels 4'W, 66H
- One (1) Panel 5'W, 66H
- Two (2) Panels 2'W, 42"H
- One (1) Panel 2'W, 42"H
- One (1) Panel 42"W, 42"H
- One (1) Panel 5'W, 42"H
- One (1) Base Feed Module
- Two (2) Worksurfaces #'s 524 & 4220
- One (1) Straight Countertop
- One (1) Box Drawer, lock
- One (1) File Drawer
- One (1) Shallow (pencil) Drawer
- One (1) Task Armless Chair
- One (1) Panel 2'W, 35"H

SCHEDULE A CONTINUED

LEASE # 5059

DATED July 22, 1988

- One (1) Panel 2'W, 35"H
- Four (4) Panels 2'W, 66"H
- One (1) Panel 30"W, 66H
- Three (3) Panels 4'W, 66"H
- One (1) Base Feed Module
- One (1) Box 6/Duplex Receptacles
- Four (4) Worksurfaces #'s 3024, 424, 624, 624
- One (1) Adjustable Keyboard Pad
- One (1) Box Drawer, lock
- One (1) File Drawer
- One (1) Shallow (pencil) drawer
- Two (2) Flip Door Fabric Front 4'
- Two (2) Tasklight 4'
- One (1) Wire Channel
- One (1) 114 Task Arm Chair
- Two (2) #6023 Lounge Chairs fully upholstered, Walnut base, Eton Series by A.G.I., W37, D35, H30, Grade E Infinity Series Nylon Pattern, Color 945 Apruce
- One (1) 192 C Stool, with backrest, on glides, by Cramer, 5-leg base, seat ht 20-29, Chrome, CB406 Sherwood Fabric.
- One (1) Shelf 4'

LESSEE: EDI INTEGRATION CORPORATION

LESSOR: NATIONAL SURETY LEASING, INC.

273940

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Roy J. Ricci
 Address: 1016 Tullwood Road
 Annapolis, Maryland

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: ~~XXXXXXXXXXXXXXXX~~ 8401 Colesville Rd.
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
 Assignment of limited partnership interest owned by Roy J. Ricci in Northbrook Partners, Ltd., located at 10301 West Pico Blvd. in Los Angeles, California: all of the Debtor's right, title and interest in Northbrook Partners, Ltd., a Mississippi limited partnership, now owned or hereafter acquired by Debtor, and to any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any interest whatsoever of the Debtor, to which the Debtor is entitled as the owner of an interest in the Partnership and all proceeds thereof. As of the date hereof, the Debtor is the owner of a 3-1/8% limited partnership interest in the Partnership.

4. Check the statements which apply, if any, and supply the information indicated:

- (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
 #100000 0777 NOV 11 1987
 07/28/88
 13

1150

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s):
Roy J. Ricci

 Roy J. Ricci

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 By: *Bobbie Hart*

 Bobbie Hart, Vice President
 Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

TO BE

RECORDED IN
FINANCING STATEMENT

SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

NOT TO BE

BOOK 530 PAGE 114

NOT SUBJECT TO

\$ 7,100.00

FINANCING STATEMENT

DISCOVERY SOFTWARE INTERNATIONAL INC
Name or Names - Print or Type

163 CONDUIT ST. ANNAPOLIS MD 21401
Address - Street No. City County State Zip Code

1. Debtors(s):

Name or Names - Print or Type

Address - Street No. City County State Zip Code

ADVANCE BUSINESS SYSTEMS AND SUPPLY COMPANY
Name or Names - Print or Type

2. Secured Party:

10755 York Road Cockeysville Baltimore MD 21030-2114
Address - Street No. City County State Zip Code

3. This Financing Statement covers the following types of property: (Describe - attach separate list if necessary). 100 REPOSITORIES IN 4500 # 1661015 TA - L # 2579

4. If above described personal property is to be affixed to real property, describe real property.

N/A

RECORD FEE 11.00
POSTAGE .50
#102050 CITY RD 11440A
5/26/93

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral X are ___ are not covered.

7. Products of collateral ___ are X are not covered.

DEBTOR(S):
X Dunlop President Pres.
(Signature of Debtor)

SECURED PARTY:
ABSSCO ENTERPRISES INC.

X Richard M. Ross, Jr.
Type or Print

By: [Signature]
(Signature of Secured Party)

(Signature of Debtor)
Type or Print

ALAN I. ELKIN, President
Type or Print (Include title if company)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address:

1150

10523

273913

6705908

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name ~~Diversified BUILDING SYSTEMS~~ Homes, Product Development
Address 8015 Dorsey Run Rd., Ste. C, Jessup, MD 20794

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION
Address The Beaumont Building, P.O. Box 9104
Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00

POSTAGE .50

#182226 0777 RD4 T14119

01/16/85

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE ATTACHED FURNITURE ADDENDUM

"Equipment Lease - does not create a security interest."

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article §12:106(k)

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X Sam McCullough
(Signature of Debtor) Lessee

Type or Print Above Name on Above Line
Homes, Product Development
Diversified BUILDING SYSTEMS
(Signature of Debtor) Lessee

EATON FINANCIAL CORPORATION

Don Schuman
(Signature of Secured Party) Lessor

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

118

This Addendum is attached to and made part of an Equipment Lease Agreement executed between Eaton Financial Corporation, Lessor and Diversified Homes Corp. of Virginia Lessee, dated May 2, 1988

- (1) 30x60 Desk
- (1) Credenza
- (1) Conference Table
- (1) Oval Cocktail Table
- (1) Sofa Table
- (1) Corner Table
- (1) High Back Chair
- (2) Side Chairs
- (1) Love Seat
- (4) Chipendale Chairs

Lessee Diversified Homes Corp. of Virginia

By X Thomas Celest

Date X May 2, 1988

FINANCING STATEMENT

| | |
|------------------------|----|
| For Filing Officer Use | |
| File No. | .. |
| Date & | |
| Hour | |

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|----------------------------------------------------------|-----|--------|------|-------|
|----------------------------------------------------------|-----|--------|------|-------|

| | | | | |
|----------------------------------------|--|----------------------|---------------|----------------------------|
| Southern Atlantic Mortgage Corporation | | 1463 Davisford Road, | P.O. Box 4281 | Woodbridge, Virginia 22194 |
|----------------------------------------|--|----------------------|---------------|----------------------------|

| Name of Secured Party or assignee | No. | Street | City | State |
|-----------------------------------|-----|--------|------|-------|
|-----------------------------------|-----|--------|------|-------|

| | | | | |
|--------------------------------|-----------------------|--------------------|-------|--|
| The United Bank of Kuwait, PLC | 126 East 56th Street, | New York, New York | 10022 | |
|--------------------------------|-----------------------|--------------------|-------|--|

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of the Furniture, Equipment, Typewriters, Computers, Duplicating Machings, Telephones and any other communication equipment located at:

Arnold Village, Professional Center, Annapolis Maryland

RECORD FEE 11.00
 POSTAGE .30
 #198270 CTTT 104 TL 30
 07/26/80

RETURN TO: John F. Rutledge, Esquire
 3900 North Fairfax Drive, Suite 409, Arlington, VA 22203

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s) SOUTHERN ATLANTIC MORTGAGE CORPORATION

Gary L. Martin, President (Seal)

(Corporate, Trade or Firm Name)

Gary L. Martin

Signature of Secured Party or Assignee

The United Bank of Kuwait, PLC

(Owner, Partner or Officer and Title)
(Signature must be in ink)

(Type or print name under signature)

BY: *Jerry Ford Steele*
 JERRY FORD STEELE
 General Manager

11/50

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1425 Eye St. N.W., Washington, D.C. 20004

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

| | |
|------------------------|-------|
| For Filing Officer Use | |
| File No. | _____ |
| Date & Hour | _____ |

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 264459

Date of Filing 11/3/86

Record Reference 504/370

Maturity date (if any) N/A

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|----------------------------------------------------------|-----|-------------------------|-------------|-------|
| POLLUX CORPORATION | | 8280 PATUXENT RANGE RD. | JESSUP, MD. | 20794 |

| Name of Secured Party or assignee | No. | Street | City | State |
|-----------------------------------|-----|--------|------|-------|
| | | | | |

CHECK APPLICABLE STATEMENT

CONTINUATION

The original Financing Statement identified above by file number is still effective.

TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER

RECORD FEE 10.00
POSTAGE 3.00
#102200 0777 R04 T. 1031
01/24/87

RETURN TO:

Debtor(s) or assignor(s)

FIRST AMERICAN BANK, N.A.

(Seal)

(Corporate, Trade or Firm Name)

Linda A. Nicol
Signature of Secured Party or Assignee
LINDA NICOL, ASSISTANT CASHIER

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20005

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

PARTIAL RELEASE

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

| | |
|------------------------|-------|
| For Filing Officer Use | |
| File No. | |
| Date & Hour | |

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 258345
Date of Filing 9/6/85 Record Reference 489/330
Maturity date (if any) N/A

| | | | | |
|----------------------------------------------------------|-------------|---------------------------|--------------------|--------------|
| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
| <u>POLLUX CORPORATION</u> | <u>8280</u> | <u>PATUXENT RANGE RD.</u> | <u>JESSUP, MD.</u> | <u>20794</u> |

| | | | | |
|-----------------------------------|------------|--------------------------|-------------------------|--------------|
| Name of Secured Party or assignee | No. | Street | City | State |
| <u>FIRST AMERICAN BANK, N.A.</u> | <u>740</u> | <u>15TH STREET, N.W.</u> | <u>WASHINGTON, D.C.</u> | <u>20005</u> |

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE - PARTIAL RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00
POSTAGE
WASHINGTON CITY 804 TH ST
9/24/85

RETURN TO:

A PARTIAL RELEASE CONSISTING OF THE FOLLOWING PROPERTY ONLY:
INVENTORY, FOIL, FIXED ASSETS.

Debtor(s) or assignor(s) FIRST AMERICAN BANK, N.A. (Seal)

(Corporate, Trade or Firm Name)

Linda A. Nicol
Signature of Secured Party or Assignee

LINDA NICOL, ASSISTANT CASHIER

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 55994
 RECORDED IN LIBER 483 FOLIO 552 ON 4/1/85 (DATE) and Assignment
 RECORDED IN LIBER 516 FOLIO 06 ON 8/13/85
 1. DEBTOR

Name Jumpers 5 Cinemas, Incorporated
 Address 5436 Harford Road, Baltimore, Maryland 21214

2. SECURED PARTY

Name S.U. Inc. (Bank South, N.A., Assignee)
 Address 21001 27th Avenue, Northwest
 Miami, Florida 33056

Person And Address To Whom Statement Is To Be Returned If Different From Above.
 Hurst R. Hessey, 1311 Fidelity Building, Baltimore, Maryland 21201
 N/A

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>E. TERMINATION STATEMENT <input checked="" type="checkbox"/></p> <p>This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p> | |

RECORD FEE 10.00
 POSTAGE .50
 #153240 0040 R03 109:04
 07/26/88

RHM

Dated June 30, 1988

S.U. Inc.
 BY: *[Signature]*
 (Signature of Secured Party)

Type or Print Above Name on Above Line

*10.00
 .50*

10.8

STATE OF MARYLAND

BOOK 530 PAGE 121

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 51488274
264005

RECORDED IN LIBER 2723 FOLIO 0193 ON 5-28-85 (DATE)
503 316 9-30-86

1. DEBTOR

Name HBE LEASING CORPORATION

Address 11330 Olive Street Road, St. Louis, MO 63141

2. SECURED PARTY

Name HELLER FINANCIAL, INC. GP#AA

Address 105 West Adams Street, Chicago, IL 60603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION
(Indicate whether amendment, termination, etc.)

Filed with: Clerk of Circuit Court of Anne Arundel, MD

RECORD FEE 10.00
#153400 0040 R03 T10:02
07/26/88

TW

10.00

Dated _____

M. Gail Fitzpatrick
M. Gail Fitzpatrick
(Signature of Secured Party)

HELLER FINANCIAL, INC.

Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 23, 1988 Schedule # 01, dated July 1, 1988 between Assignor as Lessor and LEASE ACCOUNT # 326088 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 19, 1988 between Assignor and Assignee;

See Attached Equipment List

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#153420 0040 R03 T10:11
07/26/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Bruce J. Winter, Vice President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1100
.50

1465

NATIONAL SCREEN CORP.

SCHEDULE 01

EQUIPMENT LIST

| <u>Quantity</u> | <u>Description</u> |
|-----------------|----------------------------------------------------------------------------------------------------|
| (1) one | Packard Bell Computer, CPU model 28610, Monitor model 1422 |
| (1) one | Seikosh Printer model SK-3000 AI |
| (1) one | Kaeser Screw Compressor |
| (1) one | 120 gallon air tank |
| (1) one | JK 2125 ICPV PVC Slotting Machine with automatic pipe indexer & computer control system S/N 103152 |
| (1) one | JK 106 CPU Computer controlled flush threader S/N 103052 |
| (7) seven | 1" cutter shafts |
| (50) fifty | Aluminum Washers |
| (4) four | 5/8" bearings |
| (4) four | 3/4" bearings |
| (3) three | Aluminum pipe collets |
| (2) two | Cutter arbors for threader |
| (1) one | 1/2 HP blower assembly |

TransFinancial Leasing Corp.

Irvington Federal Savings & Loan Association

BY:

Bruce J. Winter

BY:

William J. Ottey

TITLE: Bruce J. Winter, Vice President TITLE: William J. Ottey, President

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 25, 1988 Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # BTE1004 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 20, 1988 between Assignor and Assignee:

- (1) One WS-20 BTE Simulator

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

B. Winter
(Signature of Debtor)

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

RECORD FEE 11.00
POSTAGE .50
#153430 0040 R03 710:11
07/26/88

Filed with Anne Arundel County

11.00
50

1464

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 7/1/88, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # BIO-10010 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 7/20/88 between Assignor and Assignee:

See attached equipment list

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]
(Signature of Debtor)

[Signature]
Type or Print Above Signature on Above Line

[Signature]
(Signature of Debtor)

[Signature]
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

Susdn L. Thompson - Vice President
Type or Print Above Name on Above Line

RECORD FEE 11.00
POSTAGE .50
#153440 0040 R03 T10:13
07/26/88

Filed with _____

11-00
.50

QUANTITY

DESCRIPTION

1 (one)

Biokinetics Dynamic Pedobarograph System w/optical foot pressure sensing pedestal unit s/n #05881036, Processing and interface electronics s/n#BKFPI05881037
NEC multisync color monitor s/n #82C02553
NEC powermate II computer system w/80287 Coprocessor s/n#8402155UB
Monochrome graphics display card s/n #U8808
Monochrome display s/n #81J0036A
Canon PJ 1080-A Color printer s/n #211078

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: V.P.

Irvington Federal Savings & Loan Assoc

BY: [Signature]

TITLE: _____

fjs.6.laporta.eq.irv.72088

530 127 STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1

273951

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee
 Name Consumers Distributing Co., Ltd.
 Address 205 Campus Plaza, Edison, NJ 08837
2. ~~SECURED PARTY~~ Lessor
 Name The CIT Group/Equipment Financing, Inc.
 Address 8 Stamford Forum, Stamford, CT 06901

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The property described in Exhibit A attached hereto and made a part hereof, and all accessions, additions and attachments thereto, and replacements and substitutions therefor, and all proceeds (including proceeds of insurance) of any of the foregoing. Lessee has no power to sell, transfer or otherwise dispose of said property. THIS FILING IS FOR INFORMATION PURPOSES ONLY, as the property covered thereby is subject to the lease transaction.

RECORD FEE 81.00
 RECORD TAX 710.50
 POSTAGE .50
 #153450 0040 R03 T10:29
 07/26/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Amount of indebtedness in Anne Arundel Co. = \$101,361.42 Anne Arundel Co., MD

41.00
 710.50
 .50
 761.00

- (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

6064-102

(Signature of Debtor) Lessee
 Consumers Distributing Co., Ltd.
 Type or Print Above Name on Above Line

James Simpson
 (Signature of Debtor)

James Simpson
 Type or Print Above Signature on Above Line

(Signature of Secured Party) Lessor

The CIT Group/Equipment Financing, Inc.
 Type or Print Above Signature on Above Line

102

LESSOR: Consumers Distributing Co., Ltd.

205 Campus Plaza
Edison, New Jersey 08837

BOOK 530 PAGE 128

LEASE # 3911

LESSOR: Commercial Funding, Inc.
230 Park Avenue
New York, New York 10169

DATE 11/12/84

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: ALBEE SIGN CO.

Consumer Dist.
2 West Circle
Valley Stream, NY

One 1 Set of (3) three feet high H-type illuminated letters

Two 2 Sets of three (3) feet high illuminated letters on two (2) 5'x30' aluminum backgrounds

One 1 Set of thirty (30) inch high illuminated letters on trough

Consumer Dist.
89-15 Northern Blvd.
Jackson Heights, NY

Two 2 Sets of Red plastic letters

BY: SLAYBAUGH ENTERPRISES, LTD.

Consumer Dist.
7930 Eastern Blvd.
Baltimore, MD.

Six 6 NCR Model 52 Cash Registers

BY: VI-COM SECURITY CORP.

Consumer Dist.
205 Campus Plaza
Edison, NJ

One 1 Ring Room CCTV System including:
14 RCA TC1502 w/appropriate lens
1 Panasonic NV8050 VCR
14 V110AWM Camera mounts
1 V1516S 15 position switcher
2 RCA TC1112 12" monitors
1 V154LS 4 position looping switcher

BY: A.J. JERSEY, INC.

C.D. - 120 Northfield Ave.
Edison, NJ

Partitioning as follows:
Twenty-seven (27) Lineal Feet 68" All Steel
Three (3) Roll up cabinets 60"
Three (3) Brackets
Four (4) Lights & shields
One (1) Roll up cabinet 30"
One (1) Work surface 36"
One (1) Pedestal draw

and all additions, substitutions, betterments and appurtenance of whatever description or nature whether now owned or hereafter acquired.

Consumers Distributing Co., Ltd.

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 1 OF 19

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE 1

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: A.J. JERSEY, INC.

Consumers
4501 Northern Boulevard
Long Island City, NY

One (1) Crown Lift Truck Model 20MT-100
S/N #X34512
Four (4) Crown Hand Pallet Trucks Model PTH-27-48
S/N #3-176527, 3-176528, 3-176529 & 3-176530

BY: BENNETT

Consumers
205 Campus Plaza
Edison, NJ 08817

Two (2) Standard Arm chairs
One (1) Storage Cabinet Beige 2 doors with
lock & adjustable shelves
Three (3) Secretarial Desk Chairs brown combo no arms
One (1) Executive Swivel Tilt Chair chrome brown vinyl
back with fabric seat walnut arms
One (1) Secretarial Desk with center drawer main desk
Section 60x30 with return 40x20 RH return
beige walnut chrome legs
One (1) Secretarial desk chair brown combo no arms
One (1) High Back Arm Swivel tilt chair #DL-659 Brown
Six (6) Sled base matching guest arm chairs #DL659 Brown
One (1) Library type bookcase

BY: CAL-NEON SIGNS

Consumers
10081 Adams Street
Huntington Beach, CA.

Two (2) Sets F.C.O. Letters (red) with gold 3/4"

BY: COUNTY NEON SIGN CORPORATION

Consumers
Sunvet Mall
Hölbrosk, NY
Sunrise Hwy. & Veterans
Memorial Hwy.

One (1) 4' U-channel neon letter sign
One (1) 2'6" U-channel neon letter sign

BY: COUNTY NEON SIGN CORPORATION

Consumers
Marshalls Plaza Shpg. C.
Balltown Road
Niskayuna, NY 12309

One (1) 30" U-channel neon letter sign

BY: COUNTY NEON SIGN CORPORATION

Consumers
1590 Flatbush Avenue
Brooklyn, NY

One (1) 4' U-channel neon letter sign
One (1) 36" U-channel neon letter sign

BY: COUNTRY NEON SIGN CORPORATION

Consumers
Hoyt & Livingston St.
Brooklyn, NY

Two (2) 30" U-channel neon letter signs

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 2 OF 19

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: DELTA FOLDING GATES, INC.

One (1) Delta security door at rear of bldg.
(approx. 37"x105")

Consumers
6400 Pacific Blvd.
Huntington Park, CA. 90

BY: DELTA FOLDING GATES, INC.

Three (3) Delta B-2 folding security gates

Consumers
4631 Mission St.
San Fransico, CA 94112

BY: DELTA FOLDING GATES, INC.

One (1) Set Delta B-2 folding security gates

Consumers
731 Market St.
San Francisco, CA 9410

BY: DELTA FOLDING GATES, INC.

One (1) Set Delta B-2 folding security gates

Consumers
2119 University Ave.
Berkeley, CA 94704

BY: ENGINEERED HANDLING PRODUCTS

One (1) Lot of Shelving
One (1) Lot of Conveyors, (Front of Store)
One (1) Lot of Conveyors, (Back of Store)
One (1) Back of Store Platform w/Rails
One (1) Ladder mounted to platform
One (1) Lot of Material Handling Items

Consumers
2119 University Ave.
Berkeley, CA 94549

BY: INTERLAKE, INC.

36 36 ENDFRAMES & LOADBEAMS
ILOBF2251-120-1 LATCH-ON-FRAMING
108 108 ILOBF1501-012-1 LATCH-ON-FRAMING
54 54 IPANEL-5C12048-2 PANEL-PER-EACH
36 36 ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE

Consumers
Jackson Heights
89th & Northern Blvd.
Queens, NY

BY: INTERLAKE, INC.

5 5 CANTILEVER RACKS
ICU-144-BNPC1826-1 UPRIGHT-ASSEMBLY-
TYPE-B
5 5 ICBS-024-B4061-2-BASE-ASSEMBLY-SINGLE-B
8 8 ICHB-096-2 HORIZONTAL-BRACE
15 15 ICA-024-DM4114-2 ARM ASSY TYPE DM
1 1 ICXB-096-144-1 CANTILEVER-X-BRACING
12 12 ICFA-096-4166-2 FACIA-BEAM-ASSEMBLY-FA
24 24 ICIA-096-4167-2 FACIA-BEAM-ASSEMBLY-FA
6 6 IC/SADDLE-9256-8 SADDLE-9256
9 9 IC/SADDLE-9257-8 SADDLE-9257

Consumers
Hoyt & Livingston Ave.
Brooklyn, NY

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 3 OF 19

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: INTERLAKE, INC.

| | | |
|-----|-----|-----------------------------------------|
| | | ENDFRAMES & LOAD BEAMS |
| 36 | 36 | ILOBF2251-120-1 LATCH-ON-FRAMING |
| 108 | 108 | ILOBF1501-012-1 LATCH-ON-FRAMING |
| 54 | 54 | IPANEL-5C12048-2 PANEL-PER-EACH |
| 36 | 36 | ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE |

Consumers
Sunrise Highway
Green Acres Shpg. Ctr.
Valley Stream, NY

BY: INTERLAKE, INC.

| | | |
|-----|-----|-----------------------------------------|
| | | ENDFRAMES & LOAD BEAMS |
| 36 | 36 | ILOBF2251-120-1 LATCH-ON-FRAMING |
| 108 | 108 | ILOBF1501-012-1 LATCH-ON-FRAMING |
| 54 | 54 | IPANEL-5C12048-2 PANEL-PER-EACH |
| 36 | 36 | ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE |

Consumers
East Point-7930 Eastern
Baltimore, Maryland 2122

BY: INTERLAKE, INC.

| | | |
|------|------|---------------------------------------------|
| | | ENDFRAMES, LOAD BEAMS & VAULT SHELVING |
| 111 | 111 | IVF3-2616-096-F-1 WITH FMD21468 FP |
| 106 | 106 | IVF3-2616-144-F-1 QA FRAME WITH FMD21468 FP |
| 1448 | 1448 | IVEB401B-09632-S-2 QA BEAM |
| 320 | 320 | IVEB401B-04832-S-2 QA BEAM |
| 54 | 54 | IPANEL-5C12048-2 PANEL-PER-EACH |
| 108 | 108 | ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE |
| 36 | 36 | ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE |
| 36 | 36 | ILOBF2251-096-1 LATCH-ON-FRAMING |
| 195 | 195 | I05-PS1507-2 SPCL. R.R. SPACER |

Consumers
Hoyt & Livingston Ave.
Brooklyn, NY

BY: INTERLAKE, INC.

| | | |
|-----|-----|----------------------------------------|
| | | ENDFRAMES, LOAD BEAMS & VAULT SHELVING |
| 72 | 72 | IC/SADDLE-9256-9 SADDLE-9256 |
| 18 | 18 | IC/SADDLE-9257-9 SADDLE-9257 |
| 4 | 4 | ICXB-096-144-1 CANTILEVER-X-BRACING |
| 135 | 135 | I05-PS1507-2 SPCL R.R. SPACER |

Consumers
1614 Hillside Ave.
New Hyde Park, NY

BY: INTERLAKE, INC.

| | | |
|-----|-----|----------------------------------------|
| | | ENDFRAMES, LOAD BEAMS & VAULT SHELVING |
| 200 | 200 | I05-PS1507-2 SPCL. R.R. SPACER |

Consumers
1584 Flatbush Avenue
Brooklyn, NY

BY: INTERLAKE, INC.

| | | |
|-----|-----|----------------------------------------|
| | | ENDFRAMES, LOAD BEAMS & VAULT SHELVING |
| 441 | 441 | I05-PS1507-2 SPCL R.R. SPACER |

Consumers
East West Hwy.
Prince Georges Plaza
Hyattsville, MD.

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

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PAGE 4 OF 19

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

LEASE # _____

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: INTERLAKE, INC.

ENDFRAMES, LOAD BEAMS & VAULT SHELVING

| | | |
|------|------|------------------------------------------|
| 490 | 490 | IVF3-2616-096-F-1 WITH FMD21468 FP |
| 2038 | 2038 | IVEB401B-09632-S-2 QA BEAM |
| 333 | 333 | IVEB401B-04832-S-2 QA BEAM |
| 78 | 78 | IPANEL-5C12048-2 PANEL-PER-EACH |
| 156 | 156 | ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE |
| 52 | 52 | ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE |
| 52 | 52 | ILOBF2251-096-1 LATCH-ON-FRAMING |

Consumers
East West Hwy.
Prince Georges Hwy.
Hyattsville, MD.

BY: INTERLAKE, INC.

ENDFRAMES, LOAD BEAMS & VAULT SHELVING

| | | |
|------|------|---------------------------------------------|
| 137 | 137 | IVF3-2616-144-F-1 QA FRAME WITH FMD21468 FP |
| 86 | 86 | IVF3-2616-120-F-1 QA FRAME WITH FMD21468 FP |
| 1654 | 1654 | IVEB401B-09632-S-2 QA BEAM |
| 244 | 244 | IVEB401B-04832-S-2 QA BEAM |
| 72 | 72 | IPANEL-5C12048-2 PANEL-PER-EACH |
| 144 | 144 | ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE |
| 36 | 36 | ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE |
| 36 | 36 | ILOBF2251-120-1 LATCH-ON-FRAMING |

Consumers
1584 Flatbush Ave.
Brooklyn, NY

BY: INTERLAKE, INC.

ENDFRAMES, LOAD BEAMS & VAULT SHELVING

| | | |
|------|------|-------------------------------------------|
| 201 | 201 | IVF3-2616-144-F-1 WITH FMD21468 FP |
| 1636 | 1636 | IVEB401B-09632-S-2 |
| 372 | 372 | IVEB401B-04832-S-2 |
| 80 | 80 | IPANEL-5C12048-2 PANEL-PER-EACH |
| 160 | 160 | ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE. |
| 40 | 40 | ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE |
| 40 | 40 | ILOBF2251-120-1 LATCH-ON-FRAMING |
| 181 | 181 | I05-PS1507-2 SPCL R.R. SPACER |

Consumers
Marshalls Plaza Shpg. C
Balltown Road
Niskayuna, NY 12309

BY: INTERLAKE, INC.

ENDFRAMES, LOAD BEAMS & VAULT SHELVING

| | | |
|------|------|-------------------------------------------|
| 175 | 175 | IVF3-2616-144-F-1 WITH FMD21468 FP |
| 12 | 12 | IVF3-2616-096-F-1 WITH FMD21468 FP |
| 1568 | 1568 | IVEB401B-09632-S-2 |
| 176 | 176 | IVEB401B-04832-S-2 |
| 80 | 80 | IPANEL-5C12048-2 PANEL-PER-EACH |
| 160 | 160 | ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE |
| 40 | 40 | ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE |
| 40 | 40 | ILOBF2251-120-1 LATCH-ON-SNAP-BEAM-A-ASSE |
| 181 | 181 | I05-PS1507-2 SPCL R.R. SPACER |

Consumers
Colonial Village Shpg.
Reistertown Road
Baltimore, MD

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 5 OF 19

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: INTERLAKE, INC.

ENDFRAMES, LOAD BEAMS & VAULT SHELVING

| | | |
|------|------|------------------------------------------|
| 204 | 204 | IVF3-2616-144-F-1 WITH FMD21468 FP |
| 1876 | 1876 | IVEB401B-09632-S-2 QA BEAM |
| 168 | 168 | IVEB401B-04832-S-2 |
| 72 | 72 | IPANEL-5C12048-2 PANEL-PER-EACH |
| 144 | 144 | ILOH-01132B-2 LATCH-ON-SNAP-STRUT-B-ASSE |
| 36 | 36 | ILOH-04710A-2 LATCH-ON-SNAP-BEAM-A-ASSE |
| 36 | 36 | ILOBF2251-120-1 LATCH-ON-FRAMING |
| 184 | 184 | I05-PS1507-2 SPCL R.R. SPACER |

Consumers
Chesapeake Sq. Shpg. Ctr
6714 Governor Ritchie H
Glen Bernie, MD 21061

BY: JACOBSEN METAL PRODUCTS, INC.

One (1) Set Rolling Grills

Consumers
Brighton Beach
West 6th St. & Neptune Av
Brooklyn, New York

BY: JACOBSEN METAL PRODUCTS

One (1) Set Rolling Grills

Consumers
1415 Ave. "M"
Brooklyn, New York 1123

BY: JACOBSEN METAL PRODUCTS, INC.

One (1) Set Rolling Grills

Consumers
1614 Hillside Ave.
New Hyde Park, New York

BY: JACOBSEN METAL PRODUCTS

One (1) Set Rolling Grills

Consumers
2120 Rockaway Parkway
Canarsie, NY

BY: MATREX DALTON CORPORATION

| | | |
|------|------|------------------------------------------------------------------------------------------------------------------------------|
| 1020 | 1020 | Yards Vinyl wallcovering, 54"width, 20 oz., sheeting back. Suede texture- color Royal 14346 (Package in 30 Yard bolts) |
| 2000 | 2000 | Yards Vinyl walcovering, 54"width, 20 oz., sheeting back. Suede texture-color Grey (Package in 40 yards bolts) |

Consumers
120 Northfield Ave.
Edison, NJ 08837

BY: NOELLER INDUSTRIES, INC.

| | | |
|-----|-----|--------------------------------|
| 360 | 360 | 2 x 4 Wood shelves |
| 15 | 15 | Showcase shelves |
| 7 | 7 | 10"x46" glass shelf w/brackets |

Consumers
Marshalls Plaza Shpg. C
Balltown Road
Niskayuna, NY 12309

LESSEE: CONSUMERS DISTRIBUTING CO., LLC.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 5 OF 17

5:30 PAGE 134

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers
3300 East-West Hwy.
Hyattsville, MD

| | | |
|----|----|----------------------------------------|
| 24 | 24 | 4'x16" glass shelves |
| 24 | 24 | 3'x16" glass shelves |
| 96 | 96 | 16" brackets w/clips |
| 10 | 10 | 6' standards |
| 10 | | 11' Shadow Box |
| 5 | | 5'6" Shadow Box |
| 2 | | 5' Showcase END-FRS |
| 2 | | 5' Showcase END-FLS |
| 5 | | 5' Showcase-FRS |
| 4 | | 5' Showcase-FLS |
| 7 | | 5' Showcase-NSF |
| 1 | | 4' Showcase-FRS |
| 2 | | 4' Showcase-FLS |
| 1 | | 4' Showcase-NSF |
| 2 | | Register Stand-FRS |
| 2 | | Register Stand-FLS |
| 1 | | Showcase Corner 45 ⁰ |
| 1 | | 8' Service counter-FRS |
| 5 | | 8' Service counter-NSF |
| 1 | | 6' Service counter-END |
| 1 | | Service counter corner 45 ⁰ |

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

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PAGE 7 OF 19

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

BY: NOELLER INDUSTRIES, INC.

EQUIPMENT LOCATION:

Consumers
3300 East West Hwy
Hyattsville, MD

- | | |
|----|---------------------------------------|
| 1 | Service counter gate with return wall |
| 1 | Showcase gate with return wall |
| 3 | Service counter build ups |
| 4 | 8' Wall catalog tables |
| 2 | 8' Island catalog tables |
| 6 | 4' pencil/sign holder |
| 25 | 8" x 46" glass shelf |
| 25 | 10" x 46" glass shelf |
| 4 | 4' chrome rail |
| 2 | 8' base |
| 2 | 6' base |
| 14 | 4' x 4' metal covered panel |
| 2 | turntables |
| 1 | Game cartridge display |
| 1 | Film display |
| 1 | Package of 6" letters |
| 1 | Package of 12" letters |

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 8 OF 19

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

LEASE # _____

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers
3300 East West Hwy
Prince George Shpg. Ctr.
Hyattsville, MD

- 1 Package of 10" Numbers
- 1 12" x 58" plexi-sign
- 2 24" writing unit
- 80 L/F Plastic laminant -blue
- 4 L/F 60" double standards
- 12 16" x 48" glass shelf
- 24 16" brackets with clips
- 7 Special shadow box display
- 1 30" showcase filler
- 30 Shadow box base shelf ...
- 38 Showcase shelf
- 1 6' service. counter-FRS

BY: NOELLER INDUSTRIES, INC.

Consumers
1584 Flatbush Ave.
Brooklyn, NY

119 119 48"x54" Pallets
71 71 24"x48" Pallets
1776 1776 2'x4' Wood Shelves

BY: NOELLER INDUSTRIES, INC.

Consumers
Balltown Road
Niskayuna, NY

133 133 48"x54" Pallets
31 31 24"x48" Pallets
1450 1450 2'x4' Wood Shelving

BY: NOELLER INDUSTRIES, INC.

Consumers
Reistertown Rd.
Baltimore, MD.

120 120 48"x54" Pallets
39 39 24"x48" Pallets
1656 1656 2'x4' Wood Shelves

205. Campus Plaza
Edison, New Jersey 08837

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LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers
Hoyt & Livingston Ave.
Brooklyn, NY

148 148 48"x54" Pallets
21 21 24"x48" Pallets
1632 1632 2'x4' Wood Shelves

BY: NOELLER INDUSTRIES, INC.

Consumers
Sunvet Mall
Sunrise Hwy & Veterans
Memorial Hwy
Holbrook, New York

7 11' shadow box
3 5'6" shadow box
2 5' showcase end - FRS
2 5' showcase end - FLS
6 5' showcase - NSF
4 5' showcase - FRS
4 5' showcase - FLS
1 4' showcase - FLS
1 4' showcase - FRS
1 2' showcase filler - FRS
2 Reg. stand - FLS
2 Reg. stand - FRS
1 showcase corner - 45°
5 8' service counter - NSF
1 7' service counter end
1 3' service counter - FLS
1 2'6" service counter - NSF
1 service counter corner - 45°
3 service counter build-ups
4 8' wall catalog tables
2 8' Island catalog tables
6 pencil/sign holder
17 8" X 46" glass shelf
17 10" X 46" glass shelf
2 6' base
6 4' X 4' Metal covered panel
2 turntables
1 game cartridge display
1 film display
1 package of 6" letters
1 package of 12" letters
1 package of 10" numbers
1 12" X 58" plexi-sign
2 24" writing unit
70 L/F - blue plastic laminant
4 60" double standards
12 16" X 48" glass shelf
24 16" bracelet w/clips
22 8' hanging sign w/chain & clips
1 service counter gate
20 showcase shelf

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 40

LEASE #

DATE

530 138

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

EQUIPMENT LOCATION:

Consumers
Chesapeake Sq. Shpg. Ctr.
6714 Governor Ritchie Hwy
Glen Bernie, MD

SCHEDULE "A"

BY: NOELLER INDUSTRIES, INC.

| | |
|----|----------------------------------|
| 7 | 11' Shadow box |
| 1 | 5'6" Shadow Box |
| 2 | 5' Showcase End-FRS |
| 2 | 5' Showcase End-FLS |
| 6 | 5' Showcase-NSF |
| 4 | 5' Showcase-FLS |
| 4 | 5' Showcase-FRS |
| 2 | Register Stand - FRS |
| 2 | Register Stand - FLS |
| 2 | Showcase gate |
| 1 | 9' Service Counter - NSF |
| 2 | 8' Service Counter - NSF |
| 2 | 7' Service Counter - FLS |
| 1 | 5' Service Counter - NSF |
| 1 | 7' Service Counter End |
| 1 | Service Counter Corner - 45° |
| 1 | Service Counter Gate |
| 1 | Service Counter Build up |
| 3 | 8' Wall Catalog Table |
| 6 | 8' Island Catalog Table |
| 1 | Pencil/Sign Holders |
| 7 | 8" x 46" Glass Shelf |
| 15 | 10" x 46" Glass Shelf |
| 15 | 4' x 4' Metal Covered Panel |
| 6 | Turntables |
| 2 | Game Cartridge Display |
| 1 | Film Display |
| 1 | Package of 6" letters |
| 1 | Package of 12" Letters |
| 1 | Package of 10" Numbers |
| 1 | 12" X 58" Plexi-sign |
| 2 | 24" Writing Units |
| 4 | 60" Double Standards |
| 12 | 16" X 48" Glass Shelf |
| 24 | 16" Brackets w/clip |
| 2 | 8' Base |
| 80 | L/F - Blue Plastic Laminant |
| 22 | 8' Hanging Sign w/clip and Chain |
| 4 | 4' Chrome rail |
| 32 | Showcase Shelf |
| 36 | Shadow Box Shelf |

LESSEE: Consumers Distributing Co., Inc.

205 Campus Plaza
Edison, New Jersey 08837

LEASE #

BOOK 530 PAGE 139

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers
4501 Northern Boulevard
Long Island City, NY

- 4 Checkout counters per plan
- 1 Managers office per plan
- 6 5' rough sawn jewelry cases per plan
- 1 2' rough sawn register stand per plan
- 1 32' wall unit per plan

BY: NOELLER INDUSTRIES, INC.

Consumers
Sunvet Mall
Sunrise Hwy. & Veterans
Memorial Hwy., Holbrook,

| | | |
|------|------|--------------------|
| 1886 | 1886 | 2'x4' Wood Shelves |
| 158 | 158 | 48"x54" Pallets |
| 22 | 22 | 24"x48" Pallets |

BY: NOELLER INDUSTRIES, INC.

Consumers
Colonial Village Shpg. C
Reistertown Road
Baltimore, MD

- 1 Film display
- 1 package of 6" letters
- 1 package of 12" letters
- 1 package of 10" numbers
- 1 12" X 58" plexi-sign
- 2 24" writing units
- 4 60" double standards
- 12 16" X 48" glass shelf
- 24 16" brackets w/clip
- 4 6' base
- 80 L/F -Blue plastic laminant
- 22 8' hanging sign w/ chain & clips
- 4 4' chrome rail
- 36 snowcase shelf
- 24 shadow box base shelf

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 12 OF 19

LEASE #

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Colonial Village Shpg. C
Reistertown Road
Baltimore, MD

8 11' shadow box
1 5'6" shadow box
2 5' showcase end - FRS
2 5' showcase end - FLS
8 5' showcase - NSF
3 5' showcase - FRS
2 5' showcase - FLS
1 5' showcase - FRS
1 4' showcase - FRS
1 4' showcase - FLS
2 Register stand - FRS
2 Register stand - FLS
1 showcase gate
5 8' service counter - NSF
2 8' service counter - FLS
1 6' service counter - NSF
1 service counter corner -45
1 service counter gate
3 service counter build-up
4 8' wall catalog table
2 8' island catalog tables
6 pencil sign holders
17 8" X 46" glass shelf
17 10" X 46" glass shelf
6 4' x 4' metal covered panel
2 turntables
1 game cartridge display

BY: NOELLER INDUSTRIES, INC.

Consumers
Balltown Road
Niskayuna, NY

1 package of 10" numbers
1 12" X 58" plexi-sign
2 24" writing unit
4 60" double standards
12 16" X 48" glass shelf
24 16" brackets w/clip
1 8' base
80 L/F - blue plastic laminant
22 8' hanging sign w/chain, clips & hooks
5 4' chrome rail
38 showcase shelf
24 shadow box shelf

205 Campus Plaza
Edison, New Jersey 08837

BOOK 530 PAGE 141

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers
Balltown Road
Niskayuna, NY

7 11' shadow box
5 5'6" shadow box
2 5' showcase end - FRS
2 5' showcase end - FLS
9 5' showcase - NSF
3 5' showcase - FRS
3 5' showcase - FLS
1 4' showcase - FLS
1 4' showcase - FRS
2 register stand - FRS
2 register stand - FLS
1 showcase gate
4 8' service counter - NSF
1 8' service counter - FRS
1 8' service counter end
1 7' service counter end
1 4' service counter - NSF
1 17" service counter filler
1 service counter corner -45
1 service counter gate
3 service counter build-up
4 8' wall catalog tables
2 8' Island catalog tables
6 pencil sign holders
19 8" X 46" glass shelf
19 10" X 46" glass shelf
6 4' X 4' metal covered panel
2 turntables
1 game cartridge display
1 film display
1 package of 6" letters
1 package of 12" letters

BY: NOELLER INDUSTRIES, INC.

Consumers
1584 Flatbush Avenue
Brooklyn, NY

12 16" X 48" glass shelf
24 16" brackets w/clips
1 8' base
80 L/F - blue plastic laminant
22 8' hanging sign w/chain & clips
4 4' chrome rail
30 showcase shelf
27 shadow box shelf

Edison, New Jersey 08837

BOOK 530 PAGE 142

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: NOELLER INDUSTRIES, INC.

Consumers
1584 Flatbush Avenue
Brooklyn, NY

- 13 11' shadow box
- 4 5'6" shadow box
- 2 5' showcase end - FRS
- 2 5' showcase end - FLS
- 5 5' showcase - NSF
- 2 5' showcase - FLS
- 2 5' showcase - FRS
- 2 4' showcase - FLS
- 2 4' showcase - FRS
- 2 register stand - FRS
- 2 register stand - FLS
- 1 showcase gate
- 3 8' service counter - NSF
- 1 8' service counter - FLS
- 1 7' service counter - FRS
- 1 6' service counter - FRS
- 1 service counter corner - 45
- 1 service counter gate
- 3 service counter build-up
- 8 8' wall catalog tables
- 8 pencil/sign holder
- 31 8" X 46" glass shelf
- 31 10" X 46" glass shelf
- 6 4' X 4' metal covered panel
- 2 turntables
- 1 game cartridge display
- 1 film display
- 1 package of 6" letters
- 1 package of 12" letters
- 1 package of 10" numbers
- 1 12" X 58" plexi-sign
- 2 24" writing units
- 4 60" double standards

Consumers Distributing Co., Inc.
205 Campus Plaza
Edison, New Jersey 08837

BOOK 530 PAGE 143 LEASE # _____
DATE _____

Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

EQUIPMENT LOCATION:

Consumers
Hoyt St. & Livingston A.
Brooklyn, NY

SCHEDULE "A"

SELLER INDUSTRIES, INC.

- 11' shadow box
- 5'6" shadow box
- 5' showcase end - FRS
- 5' showcase end - FLS
- 5' showcase - NSF
- 5' showcase - FLS
- 5' showcase - FRS
- 4' showcase - FLS
- 4' showcase - FRS
- 4' showcase - NSF
- register stand - FRS
- register stand - FLS
- service counter gate
- 8' service counter - FRS
- 8' service counter - NSF
- 6' service counter - NSF
- 3' service counter - NSF
- service counter corner - 45
- service counter build-up
- 8' wall catalog tables
- 8' Island catalog tables
- pencil/sign holder
- 8" X 46" glass shelf
- 10" X 46" glass shelf
- 4' X 4' metal covered panel
- 6' base
- 4' base
- 2 turntables
- 1 game cartridge display
- 1 film display
- 1 package of 6" letters
- 1 package of 12" Letters
- 1 package of 10" Numbers
- 1 12" X 58" plexi-sign
- 2 24" writing unit
- 80 L/F - blue plastic laminant
- 4 60" double standards
- 12 16" X 48" glass shelf
- 24 16" brackets w/clip
- 22 8' hanging sign w/chain & slips
- 38 showcase shelf
- 48 shadow box shelf
- 4 4' chrome rail

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

530 PAGE 144

PAGE 16 OF 19

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: RAPISTAN

Nine (9) 10' sections 24" wide aluminum roller
conveyor 1.75 dia. roller on 3" centers
One (1) 5' section of the same
One (1) 90° aluminum roller curve 24" wide 1.75 dia. roller
One (1) lot of supports

Consumers
Colonial Village Shpg.C
Reistertown Road
Baltimore, MD.

BY: RAPISTAN

Nine (9) 10' sections 24" wide aluminum roller
conveyor 1.75 dia. roller on 3" centers
Two (2) 5' sections of the same
Two (2) 45° aluminum roller curve 24" wide 1.75 dia. roller
One (1) lot of supports

Consumers
1-31 Hoyt & Livingston
Brooklyn, NY

BY: RAPISTAN

Eleven (11) 10' sections 24" wide aluminum roller
conveyor 1.75 dia. roller on 3" centers
One (1) 90° aluminum roller curve 24" wide 1.75 dia. roller
One (1) lot of supports
One (1) 5' section

Consumers
Balltown Road
Niskayunah, NY

BY: RAPISTAN

Twelve (12) 10' sections 24" wide aluminum roller
conveyor 1.75 dia. roller on 3" centers
Two (2) 5' sections
One (1) 90° aluminum roller curve 24" wide 1.75 dia. roller
Two (2) 45° aluminum roller curve 24" wide 1.75 dia. roller
One (1) lot of supports

Consumers
Sunvet Mall
Sunrise Hwy. & Vet. Mem.
Holbrook, NY

BY: RAPISTAN

Thirteen (13) 10' sections 24" wide aluminum roller
conveyor 1.75 diameter roller on 3" centers
One (1) 90° aluminum roller curve 24" wide 1.75 diameter roller
One (1) lot of supports

Consumers
3300 East-West Hwy.
Hyattsville, MD.

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 17 OF 19

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: RAPISTAN

Eight (8) 10' sections 24" wide aluminum roller
conveyor 1.75 dia. roller on 3" centers
Two (2) 5' sections
Two (2) 45° aluminum roller curve 24" wide 1.75 dia. roller
One (1) lot of supports

Consumers
6714 Governor Ritchie Road
Glen Bernie, MD

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers
Hoyt Street & Livingston
Brooklyn, New York

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers
Flatbush & Nostrand
1584 Flatbush Avenue
Brooklyn, New York

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers
Prince Georges Plaza
East-West Hwy.
Hyattsville, MD.

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers
Colonial Village Shpg. C
Reistertown Road
Baltimore, MD

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers
Chesapeake Square Shpg.
6714 Governor Ritchie E
Glen Bernie, MD

BY: REGAL CARPETS

500 500 Square yds. of carpet

Consumers
Marshall's Plaza
Balltown Road
Niskayuna, NY

BY: ROTHWELL CONSTRUCTION

Shadow boxes, jewelry cases, service
counters, shelving, handrail, baffles,
trim around openings.

Consumers
2119 University Ave.
Berkley, CA

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 18 OF 19

BOOK 530 PAGE 146

LEASE # _____

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE _____

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: SLAYBAUGH ENTERPRISES LTD.

Eight (8) NCR Model 52 Cash Registers

Consumers
1614 Hillside Ave.
New Hyde Park, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Six (6) NCR Model 52 Cash Registers

Consumers
West 6th St. & Neptune
Brooklyn, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Six (6) NCR Model 52 Cash Registers

Consumers
2402 86th Street
Brooklyn, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Two (2) NCR Model 52 Cash Registers

Consumers
1614 Hillside Ave.
New Hyde Park, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Six (6) NCR Model 52 Cash Registers

Consumers
Sunvet Mall
Sunrise Hwy & Vet. Mem.
Eolbrook, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Five (5) NCR Model 52 Cash Registers

Consumers
1584 Flatbush Ave.
Brooklyn, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Five (5) NCR Model 52 Cash Registers

Consumers
Boyt St. & Livingston St
Brooklyn, NY

BY: SLAYBAUGH ENTERPRISES LTD.

Thirteen (13) NCR Model 52 Cash Registers

Consumers
205 Campus Plaza
Edison, New Jersey

BY: SLAYBAUGH ENTERPRISES LTD.

Five (5) NCR Model 52 Cash Registers

Consumers
Chesapeake Sq. Shpg. Ct
6714 Govenor Ritchie Bw
Glen Bernie, MD

BY: SLAYBAUGH ENTERPRISES LTD.

Five (5) NCR Model 52 Cash Registers

Consumers
Colonia Village Shpg. C
Reistertown Road
Baltimore, MD.

BY: SYNDICATE GLASS OF CALIFORNIA, INC.

One (1) Lot Store Fixtures

Consumers
2117-2119 University Av
Berkley, CA

LESSEE: Consumers Distributing Co., Ltd.
205 Campus Plaza
Edison, New Jersey 08837

PAGE 19 OF 19

LEASE #

530-147

LESSOR: Manufacturers Hanover Leasing Corporation
270 Park Avenue
New York, New York 10017

DATE

SCHEDULE "A"

EQUIPMENT LOCATION:

BY: TSI SOUND & COMMUNICATION SYSTEMS

Four (4) Aiphone TB-6H 6 Call Semi-Private
Two (2) Aiphone PB-1 Paging Adaptor
One (1) Aiphone PB-2 Talkback Adaptor
One (1) Aiphone PB-12C 12V Power Supply
Two (2) Atlas Ap 15-T 15 W In/Outdoor Horns
Three (3) JBL 8100 H 4" Spkr Assy W/O Trans
Two (2) Bogen GA-6A 6W Amplifier
One (1) Misc Wire and Connectors

Consumers
2117-2119 University
Berkeley, CA.

BY: VI-COM SECURITY CORPORATION

One (1) CCTV System

Consumers
Prince Georges Plaza
East-West Hwy.
Hyattsville, MD.

BY: VI-COM SECURITY CORPORATION

One (1) CCTV System

Consumers
1415 Ave. "M"
Brooklyn, NY

and all additions, substitutions, betterments and appurtenances of whatever description or nature whether now owned or hereafter acquired.

Consumers Distributing Co., Ltd.

BY: 

book 53A-148

STATE OF MARYLAND

273952

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$3576.72

If this statement is to be recorded in land records check here

This financing statement Dated JULY 5, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALBERT W TASKER/NORMA M TASKER

Address 448 Gatewood Ct Glen Burnie MD 21061

2. SECURED PARTY

Name BLAZER FINANCIAL SERVICES INC

Address PO BOX 66 7479 BALTIMORE ANNAPOLIS BLVD

GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 14, 1990

4. This financing statement covers the following types (or items) of property: (list)

new carpet installed whote house/stately-tearose over best pad

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to:

(describe real estate) 448 Gatewood Crt, Glen Burnie MD 21061

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 12.00
RECORD TAX 28.00
POSTAGE .50
#154140 C040 R03 T15:41
07/26/88

Albert Tasker
(Signature of Debtor)

ALBERT W TASKER
Type or Print Above Name on Above Line

Norma Tasker
(Signature of Debtor)

NORMA M TASKER
Type or Print Above Signature on Above Line

Joseph J Tomalonis Jr.
(Signature of Secured Party)

JOSEPH J TOMALONIS JR.
Type or Print Above Signature on Above Line

12
28
-56

STATE OF MARYLAND

BOOK 530 PAGE 149

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258621

RECORDED IN LIBER 490 FOLIO 151 ON Sept. 27, 1985 (DATE)

1. DEBTOR

Name AUTORAMA SALES, INCORPORATED dba Feltmans High Performance Boats
Address 2820 Solomons Island Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name HORIZON CREDITCORP
Address 7 East Frederick Place, Cedar Knolls, NJ 07927

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE .50

CHECK FORM OF STATEMENT

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.) TERMINATION</p> |

#319950 0345 R01 T09:49
07/27/88

TEIN

HORIZON CREDITCORP

Dated 6/17/88

[Signature] v.p.
(Signature of Secured Party)

Ronald B. Mayer, Vice President
Type or Print Above Name on Above Line

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

Annapolis Prosthodontics Laboratory, Incorporated

1. Debtor(s):

Name or Names—Print or Type
 201 West Street, Annapolis, Anne Arundel County, Maryland 21401
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

Quality Dental Laboratory, Incorporated

2. Secured Party:

Name or Names—Print or Type
 c/o William B. Finagin, D.D.S. 6 Romar Drive, Annapolis, Maryland 21405
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See attached Schedule A.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

RECORD FEE 13.00

5. If collateral is crops, describe real estate.

POSTAGE .50

#321030 0055 R01 T15:54

N/A

07/27/88

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Annapolis Prosthodontics Laboratory, Incorporated

SECURED PARTY: Quality Dental Laboratory, Incorporated

By: [Signature]
(Signature of Debtor)

Robert J. Seckinger, D.M.D, President

Type or Print

(Company, if applicable)

(Signature of Debtor)

By: [Signature]
(Signature of Secured Party)

William B. Finagin, D.D.S., President

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
James P. Nolan c/o Council, Baradel, Kosmerl & Nolan, P.A.
222 Severn Avenue, P. O. Box 3323, Annapolis, Maryland 21403

Name and Address

Lura Bros. Form F-1

Carl J. TENNER
124 SOUTH ST.
Annapolis, Md. 21401

1300
50



SCHEDULE A

- 1 Ney Air Handpiece
- 1 Ney Surveyor
- 1 Ticonium Surveyor
- 2 Ray Foster High-speed Lathe
- 2 Hanau Touch-matic Bunsen Burner
- 9 Lab Bench Light (thru-out)
- 1 Vernon Benshoff Electric Soldering
- 1 Oxy Epcxydent Bulk Dispenser
- 1 Oxy Automatic Electric Cartifuge
- 1 Stern Gold
- 2 Red Wing Lathe w/Wells Chuck
Central Suction (thru-out)
- 1 W.P. 706 Electric Elcher
- 5 Unitex Vacuum Bench Model
- 1 Unitex Extra Motor
- 1 Lab Handpiece
- 1 Parallellometer (Milling Machine)
- 25 Hanau Articulators (thru-out) H or
Series
- 8 Lab Stools
- Implant Part
- Lab Benches (thru-out)
- 1 Ticonium Furnace & Casting Machine
- 1 Unitek Ultra-Mat Furnace w/Pump
- 4 Bench Lights
- 1 Dentsply Systemat w/Pump
- 1 Neys Mark III Furnace w/Pump
- 1 Arrangement Built-in Benches &
Shelves w/1 Sink
- 1 Stool Good
- 2 Stools (Less)
- 1 Healthco Bench Engine w/2 Handpieces
- 1 E.W.L. Vacuum
- 1 Jelenko 35 Dynamo Handpiece
- 1 Belle de St. Claire Mark II
- 1 Dentsply Vacu Press
- 1 L & R T-14 Cleaner
- 1 Howmedica Eltro Plater
- 1 Pressure Cooker
- 2 Electric Waxers: 1 Almore and 1 Belle
- 1 Whip-mix Combination Unit Mixer
- 1 Steamer
- 1 Hyglobath Whip-mix
- 1 Small Vibrator
- 1 Whaledent Disco Matic Model Trimmer
- 1 Coe Plaster Bin
- 1 Jelenko Burn Out Oven
- 1 Thermodyne Hot Plate
- 2 Unitek Burn Out Furnace
- 1 Soldering Torch
- 1 Torch
- 1 Kerr Casting Machine
- 1 Unitex Auto Cart
- 1 Thermotrol 2500 Casting Machine
- 1 Jelrus Two Stage Temp Master LB
- 1 Ruemelin Blaster
- 1 Music System
- 1 Pencil Blaster
- 1 Ticonium Duplicating Machine
- 1 Baldor 2-speed Polishing lathe

1 Water Still
1 Pyro Oven
1 L & R T-14 Ultrasonic
1 Hanau Hydraulic Press
15 Knock-out Flash
1 Time Clock
1 Enterprise Casting Machine
170 x 6 Bioform Plastic Anterior
245 x 6 Bioblend Plastic Anterior
103 x 8 Biotone PT 30° Posterior
101 x 8 I.P.H. Posterior
80 x 8 Biotone Blendex Posterior
95 x 8 Biotone Rational Posterior
37 x 8 Anotoline Posterior
All Other Furniture, Fixtures, Supplies and Equipment
All Records, Customer Lists, Correspondence Files,
Research Data, Drawings
All Work in Progress, Contracts, and Client Arrangements
Goodwill of Quality Dental Laboratory, Incorporated
and the exclusive rights to the tradenames Quality
Dental Laboratory and Annapolis Dental Laboratory

TO BE

NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Drs. Cook & Seckinger, D.M.D., P.A.

1. Debtor(s):

Name or Names—Print or Type
201 West Street, Annapolis, Anne Arundel County, Maryland 21401
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

William B. Finagin, D.D.S.
Name or Names—Print or Type
6 Romar Drive, Annapolis, Anne Arundel County, Maryland 21405
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See attached Schedule A.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

RECORD FEE 13.00

POSTAGE .50

5. If collateral is crops, describe real estate.

N/A

#321040 0055 R01 T15:54

07/27/88

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Drs. Cook & Seckinger, D.M.D., P.A. SECURED PARTY: William B. Finagin, D.D.S.

By: Robert A. Cook, D.M.D., President

(Signature of Debtor)

N/A

Robert A. Cook, D.M.D., President

Type or Print

(Company, if applicable)

By: William B. Finagin

(Signature of Secured Party)

William B. Finagin, D.D.S.

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
James P. Nolan c/o Council, Baradel, Kosmerl & Nolan, P.A.
222 Severn Avenue, Post Office Box 3323, Annapolis, Maryland 21403

Name and Address

Lucas Bros. Form F-1

Carl J. TENNER
1/2 South St.,
Annapolis, MD 21401

13/0
D

SCHEDULE A

- 3 Chayes Virginia Chairs
- 2 Dentalez C M Advantaire 4 Handpiece Units (Delivery System)
- 2 Pelton & Crane LFT Lights
- 2 Dentalez Dr.'s Stools 588B
- 2 Chayes Virginia Stools
- 2 Built-in Islands w/2 Sink Units, 4 Cabinets
- 2 Dentalez Cuspidor w/Vacuum (H.V.E.), Handpiece 1 each Gyso, Futura II, Borden (High-speed)
- 3 Midwest Tru-torque I's (Slow-speed)
- 2 Star built-in View Boxes
- 2 Stainless Steel View Boxes Built-in
- 1 Kulzer Curing Lights
- 1 Visilux II Curing Lights
- 1 Sanko Mobile X-ray Machine
- 1 Dentalez Cart Advantaire 4 Handpiece Tubing
- 1 Adec Cuspidor & Assistant Center w/Vacuum/Cup Filler & 2nd 3-way Syringe
- 4 Stainless Steel Towel Dispensers
- 1 Brewer Stool Handpiece
- 2 Union Broach Handpiece
- 1 Star Concentrix
- 1 Pelton & Crane LFI Light
- 1 Arrangement Valtronic Cabinets (Sink & 2 Cabinets)
- 2 S. S. White Revelation Chairs
- 1 Weber P64 Unette
- 2 Handpieces: 1 Midwest Tru-torque I & 1 Futura I
- 3 Pelton & Crane LFI Unit Mount Lights
- 1 Stool w/Back
- 1 Ritter Deluxe Floor Station (H.V.E.) w/Hose & Handle
- 1 Set Arrangement Cabinets, 7 Floor Cabinets + 2 Sit Down Working Surface & Sink Units
- 1 Vishay Machine
- 1 Stero-Microscope
- 1 Instrument Tray Holder w/Trays
- 2 Stools no Backs
- 1 Stool w/Back
- 1 Tens Unit 106A
- 1 M.K.G. for TMJ Readings
- 1 Weber P64 Unette
- 2 Handpieces: 1 Star Titan (Slow-speed), and 1 Star Concentrix (High-speed)
- 1 Ritter Deluxe Floor Station w/Hose & Handle
- 1 Camera
- 2 Automatic Blood Pressure Instruments
- 1 Dentalez Chair VIR v
- 1 Dentalez Cuspidor w/Cup/Filler & Vacuum & 3-way Syringe
- 2 Stools
- 1 Dentsply 1010 Cavitron
- 1 Arrangement Valtronic Cabinets w/Sink & 2 Floor Cabinets & Wall Cabinet w/View Box
- 1 Star Mini Handpiece Control w/Foot Control
- 1 Star Titan (Slow-speed) Handpiece
- 1 Siemen's Wall Model X-ray w/Timer
- 1 Dri-clave Model 150
- 1 Hanau Compound Heater 138-1
- 1 L & R Cleaner T-14 Ultrasonic
- 1 B.P. Sterilizing Dish
- 1 Cadco Alginator Complete
- 1 Arrangement Built-in Cabinets w/Sink, all Cabinets

Floor length, Wall Cabinets across Wall, Hot Water
Heater in Floor Cabinets
1 Small Ultrasonic Cleaner
1 S. S. White Panorex I Machine w/Master Control
1 S. S. White Spacemaker Tube Head of Panorex
1 Ritter X-ray chair
1 Air Tech 2000 Automatic Developer
1 Built-in Desk
3 Two (2) Section Chairs in Waiting Room
1 Cabinet w/Built-in Sink
1 Sterilizing Tray
1 Rinn X-ray Duplicator
1 Arrangement Built-in Cabinets w/Sink & Gallon Developing
Tank Stainless Steel Built-in, Hot Water Heater & Temp
Control Valve for Automatic Developer
1 Mitra 800 D Copier w/Stand
2 Vertical Roll-around Files (7 Tiers)
1 Electric Typewriter
1 Sanyo Answering Machine
All other Dental Equipment, Instruments and Apparatus.
Furniture and Fixtures
Patient's Records
X-ray Files
Medical Books
Drugs, Medicines, Bottles and Supplies
Dental Practice and Goodwill
associated with William B. Finagin, D.D.S.
and William B. Finagin, D.D.S., P.A.

FINANCING STATEMENT

FORM UCC-1 530 PAGE 156

273363

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 7/7/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Computer Sales International, Inc.
Address 10845 Olive Blvd, St. Louis, Missouri 63141

2. SECURED PARTY

Name First City Bank - North Belt, N.A.
Address 400 East North Belt
Houston, Texas 77060

RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
#103210 CITY 504 715109
8/27/88
TELE

Equipment Schedule Nos. Four and Six to Master Lease 110444 between debtor as Lessor and Daughters of Charity Health System, Inc. as Lessee and all Equipment leased thereunder:
Schedule Four: (2) IBM 9335-B1 SN B0AF5, B0A80
Schedule Six: (1) Memorex 3266-2 SN 60H77417

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Stephen G. Hamilton
(Signature of Debtor)

STEPHEN G. HAMILTON
VICE PRESIDENT & SECRETARY

COMPUTER SALES INTERNATIONAL, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Step A. Bester VP
(Signature of Secured Party)

FIRST CITY BANK - NORTH BELT, N.A.

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11-9

STATE OF MARYLAND

530 157

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271831

RECORDED IN LIBER 523 FOLIO 445 ON 3/1/88 (DATE)

1. ~~DEBTOR~~ Lessee

Name Daughters of Charity Health System East, Inc.
Address 1302 Concourse Drive, Linthicum Heights, Maryland 21090-101

2. ~~SECURED PARTY~~ Lessor

Name Computer Sales International, Inc.
Address 10845 Olive Blvd.
St. Louis, Missouri 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Lessor's interest in Equipment Schedule Four to Master Lease 110444 assigned to:

First City Bank - North Belt, N.A.
400 East North Belt
Houston, Texas 77060

RECORD FEE 10.00
POSTAGE .30
#183520 0777 R04 110/10
07/27/88



Dated July 7, 1988

STEPHEN G. HAMILTON
VICE PRESIDENT & SECRETARY

(Signature of ~~Secured Party~~) Lessor
COMPUTER SALES INTERNATIONAL, INC.

Type or Print Above Name on Above Line

10,50

of the Circuit Court

STATE OF MARYLAND

BOOK 530 PAGE 158

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 112180 525-390

RECORDED IN LIBER _____ FOLIO _____ ON 4/22/88 (DATE)
SEE ATTACHED COPY OF FILED UCC - NO BOOK OR PAGE NUMBERS STAMPED

1. ~~DEBTOR~~ Lessee

Name Daughters of Charity Health System East, Inc.
Address 1302 Concourse Drive, Linthicum Heights, Maryland 21090-101

2. ~~SECURED PARTY~~ Lessor

Name Computer Sales International, Inc.
Address 10845 Olive Blvd.
St. Louis, Missouri 63141
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#183030 CTTT R04 715/10
07/27/88

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

SIX

Lessor's interest in Equipment Schedule ~~four~~ to Master Lease 110444 assigned to:

First City Bank - North Belt, N.A.
400 East North Belt
Houston, Texas 77060

Dated July 7, 1988

STEPHEN G. HAMILTON
VICE PRESIDENT & SECRETARY

(Signature of Secured Party) Lessor
COMPUTER SALES INTERNATIONAL, INC.

Type or Print Above Name on Above Line

1050

Inventory 5-10-88
421751

EQUIPMENT IS PART OF INVENTORY FOR C & M ASSOCIATES
and there for is not subject to recordation

BOOK 530 PAGE 159

273086

Debtor or Assignor Form

Anne Arundel MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 C & M Associates
 (Name)
 14 Wellham Avenue
 (Address)
 Glen Burnie, Md 21061

Attn: Darlene Niccoli, Operations Loan
 (Name of Loan Officer) Banc 101-560 Office
 P.O. Box 1596
 (Address)
 Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

RECORD FEE 1.30
 RECORD FEE 11.70
 POSTAGE .50
 #103250 0777 004 113+12
 07/27/88
 TEW

(1) all of Borrower's now owned and hereafter acquired "Inventory", which is herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

SEE ATTACHED

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

 C & M Associates (Seal)
 _____ (Seal)
 (Signature)
 Chackumkal V. Cyriac M.D., Partner
 (Print or Type Name)

 C+M ASSOCIATES (Seal)
 _____ (Seal)
 (Signature)
 Surya P. Mundra, M.D., Partner
 (Print or Type Name)

1350

Schedule A

530 160

- 1 XL Series 3 card Vasc (V4.2) Enhanced Serial#C3317 D3142
- 1 EXT Vascular Keyboard Assy Serial# K3317
- 1 Assy Probe 2.0 MHZ Cw/Pw Doppler Angles Stand alone
- 1 Probe Ship Kit 3.0/19/95 3.0/19/95 Serial # P60239
- 1 Probe Ship Kit 3.5/13/65 3.5/13/65 Serial # P11243
- 1 Probe Ship Kit 7.5/6/25 7.5/6/25 Serial# P40593
- 1 VCR AG2400, Battery Pack Serial#A8TA00985
- 1 Video Printer UP-811 Serial #13853
- 1 Remote Switch RM-81 Video Printer

5-16-89
421751

EQUIPMENT IS PART OF INVENTORY FOR C & M ASSOCIATES
and there for is not subject to recordation

BOOK 530 PAGE 161

273367

Debtor or Assignor Form

Anne Arundel

**FINANCING STATEMENT
DISCLOSING ASSIGNMENT**

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$

To Be Recorded in Land Records (For
Fixtures only).

Name of Debtor
C & M Associates

Address
14 Wellham Avenue
Glen Burnie, Md 21061

RECORD FEE 10.00
POSTAGE .30
#183260 CITY FOR 115-12
05/27/89

SECURED PARTY

CYRIAC & MUNDRA, M.D., PA —Address: 14 WELLHAM AVENUE
GLEN BURNIE, MD 21061

Attach separate
list if necessary

- The name and address of the Assignee of the Secured Party's Security Interest is: FIRST NATIONAL BANK OF MARYLAND
25 S. Charles Street Banc 101-560
Baltimore, Md 21201
- This Financing Statement covers the following types (or items) of property (the collateral):
- The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
- Proceeds
 Products { of the collateral are also specifically covered.
- Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor
C & M Associates

Secured Party (or Assignee)
Cyriac & Mundra, M.D., PA

Chackumkal V. Cyriac, M.D., Partner

BY SURYA P. MUNDRA, PRESIDENT

Surya P. Mundra, M.D., Partner

FNH 0472

Type or print names under signatures

1050

Schedule A

BOOK 530 PAGE 162

- 1 XL Series 3 card Vasc (V4.2) Enhanced Serial#C3317 D3142
- 1 EXT Vascular Keyboard Assy Serial# K3317
- 1 Assy Probe 2.0 MHZ Cw/Pw Doppler Angles Stand alone
- 1 Probe Ship Kit 3.0/19/95 3.0/19/95 Serial # P60239
- 1 Probe Ship Kit 3.5/13/65 3.5/13/65 Serial # P11243
- 1 Probe Ship Kit 7.5/6/25 7.5/6/25 Serial# P40593
- 1 VCR AG2400, Battery Pack Serial#A8TA00985
- 1 Video Printer UP-811 Serial #13853
- 1 Remote Switch RM-81 Video Printer

FX24

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 1. DEBTOR(S) (LAST NAME, FIRST, ADDRESS): Cummings Jay Andrew 1618 Marlboro Rd Lothian, MD 20711 | 2. SECURED PARTY(IES) AND ADDRESS(ES): Ford Motor Credit Company P. O. Box 637 1100 Old Hickory Drive Mechanicville, VA 23111 |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 456813 Dated: 5-24-85

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: | C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property: | D. Termination <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

RECORD FEE 10.00
POSTAGE .00
#183290 CTTT R04 113/14
07/27/00

Lib 485 page 434

4. This transaction is exempt from the Recording Tax.

Filed with Anne Arundel Co, MD

Dated: 7-13, 19 88 By: [Signature]
F M C C JUN 65 7288-M (MARYLAND ONLY)

1050

273359

BOOK 530 PAGE 164

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

(2) Secured Party(ies) (Name(s) and Address(es))

The Driggs Corp.
8700 Ashwood Drive
Capitol Heights, MD 20027
M-33123-1 MACHINE IN GLEN BURNIE

ALBAN TRACTOR CO. INC.
P. O. BOX 9595
BALTIMORE, MD. 21237

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

RECORD FEE 11.00
POSTAGE .50
#103310 0777 R04 T15+1
07/27/95

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpilllar Model #12G Motor GRADER S/N 61M12635

"NOT SUBJECT TO RECORDATION TAX"

M. SUTTLE

A.A.

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

The Driggs Corp.

(By) *[Signature]*
Standard Form Approved by N.C. Sec. of State and other states shown above.

Alban Tractor Co Inc

Reginald ^(By) Burner, VP

[Signature]
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Office Copy - Mailed

1150

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | | No. of Additional Sheets Presented |
| (1) Debtor(s) (Last Name First) and Address(es) The Wexford Const Corp. P. O. Box 29 Pasadena, MD 21122 M-33022-1 | (2) Secured Party(ies) (Name(s) and Address(es)) Alban Tractor Co Inc P O Bx 9595 Baltimore, MD 21237 | RECORD FEE 11.00 POSTAGE .50 #183320 OFF R04 T15116 8/27/08 For Filing Officer |
| (3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described in Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5). | (4) Assignee(s) of Secured Party, Address(es): | |

(5) This Financing Statement Covers the Following types [or items] of property.
One (1) New Caterpillar Model #615 Wheel Tractor S/N 46201541
One (1) Caterpillar Model #615 Elev Scraper S/N 47201531

MD
XX
Products of the Collateral Are Also Covered.

"NOT SUBJECT TO RECORDATION TAX"
M. SUTLE

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (6) Signatures: Debtor(s) The Wexford Construction Corp. John E. Harms, III, Pres. (By) <i>[Signature]</i> Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy - Numerical | Secured Party(ies) [or Assignees] Alban Tractor Co Inc (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

11750

UCC-1

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | | No. of Additional Sheets Presented |
| (1) Debtor(s) (Last Name First) and Address(es): David C. Stockett 1532 B. Pointer Ridge Place Bowie, MD 20716 Machine Located in Anne Arundel County. M-33191-1 | (2) Secured Party(ies) (Name(s) And Address(es)) ALBAN TRACTOR CO. INC. P. O. BOX 0595 BALTIMORE, MD. 21237 | RECORD FEE 11.00 POSTAGE .50 #103330 0777 004 115417 07/27/88 For Filing Officer |
| (3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5). | (4) Assignee(s) of Secured Party. Address(es): | |

(5) This Financing Statement Covers the Following types [or items] of property.
One(1) New Caterpillar Model 963 Track Loader S/N: 21Z 02100

"NOT SUBJECT TO RECORDATION TAX"
M. SUTTLE

Products of the Collateral Are Also Covered. AA

(6) Signatures: Debtor(s) _____ Secured Party(ies) [or Assignees]

(By) David C. Stockett
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) M. Suttle
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerial

1150

UCC-1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)
James Hawkins T/A
Hawkins Trucking
3545 Fox Hall Drive
Davidsonville, MD 21035
M-33136

(2) Secured Party(ies) (Name(s) and Address(es))
ALBAN TRACTOR CO. INC.
P. O. BOX 9595
BALTIMORE, MD. 21237

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

RECORD FEE 12.00
POSTAGE .50
#183350 0777 R04 115118
07/27/08

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) NewCaterpillar Model #953LGP Track Loader, "NOT SUBJECT TO RECORDATION TAX"
S/N 20202148 M. SUTTLE

One (1) Industrial Cab Model #943/973 Conversion Panel S/N 68451

Products of the Collateral Are Also Covered.

A.A.

(6) Signatures: Debtor(s)
James Hawkins T/A
Hawkins Trucking
James Hawkins

(By) *James Hawkins*
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Minimal

1750

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) *Mark N. Nelson*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

BOOK 530 PAGE 168

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code;

3. Maturity date (if any):

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) and address(es) Anthony J. Farace T/A New Windsor Automotive Specialities 307 High St., New Windsor, MD 21776 | 2. Secured Party(ies) and address(es) MAROX LEASING COMPANY 31 Pickburn Court Cockeysville, MD 21030 | For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #183360 CITY R04 115:10 07/21/86 |
| 4. This statement refers to original Financing Statement bearing File No. <u>264269</u> Filed with <u>Anne Arundel</u> Date Filed <u>October 20</u> 19 <u>86</u> | | |

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

MAROX LEASING COMPANY

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

By: *House Chutz*
Signature(s) of Secured Party(ies)
10/30

STANDARD FORM - FORM UCC-3

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - Lessee

Name ABC Claims Service, Inc.

Address 8028 Ritchie Hwy., Pasadena, MD 21122

2. SECURED PARTY - Lessor

Name FCA Leasing Corp.

Address 7 N. Calvert St., Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

As per attached Schedule of Equipment

This lease is intended as a true lease and not a lease intended as security.

RECORD FEE 17.00
POSTAGE .50
BALTIMORE CITY, MD 21202
07/27/85

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

ABC Claims Service, Inc.
(Corporate or Trade Name)
Michael F. DiLiello
(Signature of Debtor)

Michael DiLiello
Type or Print Signature
Michael F. DiLiello
(Signature of Debtor)
MICHAEL F. DiLiello
Type or Print Signature

FCA Leasing Corp.
R. W. Lentz
(Signature of Secured Party)
R. W. Lentz, Vice President
Type or Print Above Signature on Above Line

1750

SCHEDULE

HARDWARE

Description

Tower 32 Base Main Unit:

Main processor, 8K Cache memory, 2 RS-232C diagnostic ports, Power Supply with battery backup, 4 Slot memory bus, 7 slot controller bus, control panel, slimline cabinet.

Dual 4MB Memory modules with ECC. (8MB total)

5 1/4" Mass Storage Controller

5 1/4" 85MB Winchester Disk (2) @ \$5,525

Mounting pkg. for 5 1/4" Winchester (2) @ \$50

5 1/4", 45MB Cartridge Tape Drive

Mounting pkg. for 5 1/4" Cartridge Tape

5 1/4" 1MB floppy disk drive

Mounting pkg. for flex disk drive

HPSIO boards (terminal controllers) (4) @ \$1,750

Parallel printer interface for HPSIO (2) @ \$125

Tower 32 Configure DISK/TAPE

Frame and cabinet, One 100 IPS 9 track Tape Drive 1600 bpi or 3200 bpi capability.

(This unit cannot be upgraded with an add on disk. (They are available with add-on space for 4 344MB 9" Winchester disks. Upgradeable units are \$23,735. Units with both the 9 track tape drive and 344MB disk are \$34,735.)

SCSI Adapter And Cable

(Needed to operate 9 track subsystem)

Parallel printer cables (2) @ \$75

Wyse - Wyse 50 CRT Terminal (15) @ \$425

ABC Claims Service, Inc.

Michael M. Lull
PRESID.

FCA Leasing Corp.

Ruthen

SCHEDULE

SOFTWARE

Description

Unix V Operating System Release 1.02 (32 users)

Unix V Extension Module (32 users)

Tower 32 filePro Plus

Tower 32 fptransfer and Tandy 6000 transfer

LABOR

Small Computer Complete Installation of Tower 32 and all peripherals, reconnection of cables to existing terminals with proper adaptors. (3) 8 hour days. Initialization of Operating System and complete transfer of all existing Profile systems and data from Tandy 6000 to Tower 32. Design of custom menu system for filePro systems and interface to system administrator menu utilities. Setup of user communications, backup/restore and other critical operations.

Consultation and recommendation regarding existing and possible filePro systems. During the installation period you are free to use our services to redesign or supplement your existing Profile/filePro systems.

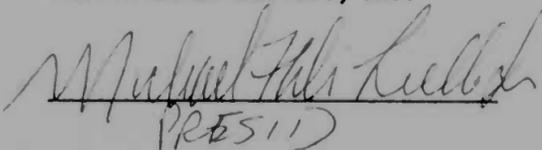
MAINTENANCE

Description

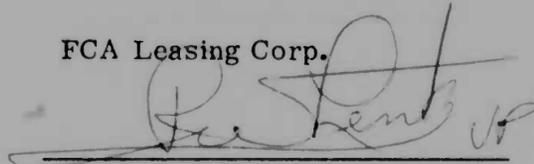
CODAR On-site Maintenance Contract on hardware and Operating System. 1200 baud modem and complete coverage, on all hardware including (This fee is paid directly to NCR annually.)

SMALL COMPUTER One year service contract on filePro Plus Technical assistance by phone of all problems related to filePro.

ABC Claims Service, Inc.


PRESIDENT

FCA Leasing Corp.



SCHEDULE

BOOK 530 PAGE 172

TRAINING

Description

Price

The Small Computer Company conducts regularly scheduled classes at the offices in Washington, DC. The training combines lecture and video presentation with hands-on activities. The courses Mr. Schroder and/or his consultant would need to operate the above system correctly are:

INTERMEDIATE FILE CUSTOMIZATION WITH FILEPRO

Defining Personalized Edit Types
Comprehensive Use of Processing Tables
Advanced Sorting and Selecting Techniques
Advanced Output Creation
Interfacing Files
Defining Specialized Menus and Scripts

ADVANCED PROGRAMMING WITH FILEPRO

Special Programming Techniques
Transactional Processing
Use of Complex Processing Commands

ABC Claims Service, Inc.


PRESID.

FCA Leasing Corp.



BOOK 530 PAGE 173

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 446

Page No. 151

Identification No. 241265

Dated January 25, 1982

1. Debtor(s) { American Sash & Door
Name or Names—Print or Type
7270 Park Circle Drive Hanover, MD. 21076
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
25 South Charles Street Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .00
FBI/400 0777 104 710400
07/27/82

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p> |

Please add the following as Additional Collateral of the Debtor;

One Fruehauf 40' Trailer
Serial # AC 143 183 MD

Dated: June 22, 1988

American Sash & Door

Jerri K. Clement

Jerri K. Clement, President
FNB 1216 (1-80)

The First National Bank of Maryland

Name of Secured Party

Thomas B. Freeze

Signature of Secured Party

Thomas B. Freeze, Vice President

Type or Print (Include Title if Company)

1050

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)
JOHN & JEANNINE MAYR
610 EDWARDS DRIVE
ANNAPOLIS, MD, 21401

2 Secured Party(ies) and address(es)
SECURITY PACIFIC FINANCIAL SERV
901 DULANEY VALLEY RD SUITE 126
TOWSON, MD, 21204

3 Maturity date (if any)
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
#103440 DTTT R04 T15:22
07/27/88

4 This financing statement covers the following types (or items) of property:
610 EDWARDS DRIVE
ANNAPOLIS, MD, 21401
CONDITIONAL SALES CONTRACT NOT SUBJECT TO TAX.
MK 89 WATER CONDITIONER W/SOFT GUARD CHEMICAL FEEDER
W/RETENTION TANK

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with ANNE ARUNDEL COUNTY COURT HOUSE

John J. Mayr
JOHN MAYR
By *Jeannine B. Mayr*
JEANNINE MAYR of Debtor(s)

Bonnie G. Lawson
By *Bonnie G. Lawson*
Signature(s) of Secured Party(ies)
BONNIE G. LAWSON

STANDARD FORM - FORM UCC-1.

18

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in the land records, check here []

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Vaughnita H. White and Oscar S. White, Sr.

Address 2001 Bayridge Ave., Annapolis, Md. 21403

2. SECURED PARTY

Name Southern Maryland PRODUCTION CREDIT ASSOCIATION

Address 15207 Marlboro Pike, Upper Marlboro, Md. 20772

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK [X] THE LINES WHICH APPLY

- 3. This financing statement covers the following types (or items) of property.
 - [] CROPS [] FARM PRODUCTS [] INVENTORY
 - [X] FARM MACHINERY AND EQUIPMENT
 - [] OTHER COLLATERAL (give type)
 - [X] After-acquired property of above types; products and proceeds of collateral.
 - [X] ALL stock or rights to stock of the Debtor in the Secured Party.

- 4. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate below).
- [] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate below).

Description of real estate:

(If the Debtor does not have an interest of record) The name of the record owner is #180080-0055 A04 T11733

Vaughnita H. White
(Signature of Debtor)

Vaughnita H. White
Type or Print Above Signature on This Line

Oscar S. White, Sr.
(Signature of Debtor)

Oscar S. White, Sr.
Type or Print Above Signature on This Line

SOUTHERN MARYLAND
PRODUCTION CREDIT ASSOCIATION

By: Mildred E. Hook
(Signature of Secured Party)

Mildred E. Hook
Type or Print Above Signature on This Line

Handwritten initials

07/27/88

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

Date: July 22, 1988

Debtor:

BAYLAND DEVELOPMENT
COMPANY, INC.

Address:

146 East Lake Drive
Annapolis, Maryland 21403

Secured Party:

MADISON BANK OF MARYLAND

8677 Georgia Avenue
Silver Spring, Maryland 20910

THE UNDERLYING SECURED TRANSACTION BEING PUBLICIZED BY THIS SECURITY AGREEMENT AND FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TITLE 12, TAX-PROPERTY VOLUME, OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED.

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code of the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Note of even date herewith in the amount of One Hundred Sixty-four Thousand Dollars (\$164,000.00) from Debtor, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to Dorothy McClay and Diane L. Upton, Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter

acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the terms of their leases.

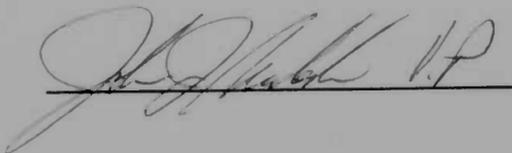
5. Proceeds are covered by this Security Agreement and Financing Statement.

6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

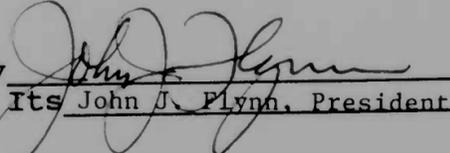
Debtor:

BAYLAND DEVELOPMENT COMPANY,
INC.

ATTEST:



By



Its John J. Flynn, President

STATE OF MARYLAND

BOOK 530 PAGE 178

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256900

RECORDED IN LIBER 485 FOLIO 568 ON June 3, 1985 (DATE)

1. DEBTOR

Name Gunther's Leasing Transport, Inc.

Address 8350 Capel Drive, Pasadena, MD 21122

2. SECURED PARTY

Name SIGNAL CAPITAL CORPORATION

Address Liberty Lane, Hampton, NH 03801

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

#183600 ETTT R04 100-27

07/28/88

CHECK FORM OF STATEMENT

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>Amend to change equipment location and address to:</p> <p style="text-align: center;">7462 Railroad Ave. Hanover, Maryland 21076</p> | |

X Cynthia A. Gunther
Gunther's Leasing Transport, Inc.

Dated July 22, 1988

[Signature]
(Signature of Secured Party)
SIGNAL CAPITAL CORPORATION

Type or Print Above Name on Above Line

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code

98433

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 1. DEBTOR and address (Last Name First): Georgetown Plaza Associates Limited Partnership c/o Mr. John W. Steffey 540 Baltimore Annapolis Blvd. Severna Park, Maryland 21146 | 2. SECURED PARTY and Address: FIRST AMERICAN BANK OF MARYLAND 8401 Colesville Road Silver Spring, Maryland 20910 |
| 3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office) | 4. RETURN TO: Lawyers Title Insurance Corp. 114 E. Lexington Street Third Floor Baltimore, Maryland 21202 |

10.50

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Number 262793 Date July 18, 1986

Record Reference Book 500 Page 137

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. A. CONTINUATION <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective | 6. B. RELEASE <input type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below |
| 6. C. ASSIGNMENT <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below | 6. D. OTHER Termination <input checked="" type="checkbox"/> |

RECORD FEE 10.00
POSTAGE .50
REC-190 COST R02 713:06
07/18/88

J. F. ELLERS

INFORMATION:

SECURED PARTY

FIRST AMERICAN BANK OF MARYLAND

Dated 7/1/88, 19 88 By Donita M. Johnson, A.V.P.
 Donita M. Johnson (Title)
 Assistant Vice President

045-677-L/1

10.50



273984

BOOK 530 PAGE 180

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): L & H Enterprises, Inc.
Address: P.O. Box 4459
Annapolis, Maryland 21403

2. Name of Secured Party: The Annapolis Bank and Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00
POSTAGE .50
#184110 CTY7 204 T19442
07/28/10
3

4. This Financing Statement covers the following types (or items) of property:

All accounts receivable now or hereafter created

5. (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s): *Peter S. Lord V.P.*
.....
Peter S. Lord, *vice president*

Secured Party:
The Annapolis Bank and Trust Company
.....
(Type Name of Dealership)

By: *John M. Kocher, III*
.....
(Authorized Signature)
John M. Kocher, III
.....
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11 82

BOOK 530 PAGE 151

STATE OF MARYLAND

A.A. County

11.50

cmci

273985

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 7/15/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lonergan Motor Coach, Inc.

Address 1109 Boucher Avenue, Annapolis, Maryland 21403

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, Maryland 21201

RECORD FEE 11.00
POSTAGE .50
#184160 C771 R04 114455
07/28/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1988 MCI Model 102C3 Intercity Coach
S/N 1M8GDM9A0JPO42183

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lonergan Motor Coach, Inc.

John J. Lonergan Sr. Pres.
(Signature of Debtor)

First Maryland Leasecorp

John J. Lonergan Sr. Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. R. Brown - Asst. V.P.
(Signature of Secured Party)

W. R. Brown, Asst. V.P.
Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

| | |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 DEBTOR(S) and Address(es)</p> <p>Tyler's Treats, Inc. 3620 -I Annapolis Road Severn, MD 21144</p> | <p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton P.O. Box 17063</p> <p>Return to Secured Party</p> |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of frozen yogurt/ice cream (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E Other

RECORD FEE 11.00
RECORD TAX 357.00
POSTAGE .50

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 51,000

RECORDED BY 07/20/88

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Tyler's Treats, Inc.
(Type Name)

By:

By: [Signature]
Harvey A. Kick, President

Ross L. Brown, A.V.P.
(Type Name)

By:

July 14 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

11 357.50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) and address(es) DeLaney, Allen G. & Mary T. 2891 S. Abingdon St - #1-B Arlington, Virginia 22206 249075 | 2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad Street Bloomfield, New Jersey 07003 | 3. Maturity date (if any): <u>Anne Arundel</u> For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #104200 0777 004 114:50 07/28/83 |
| 4. This statement refers to original Financing Statement bearing File No. <u>248340</u> Filed with <u>Anne Arundel</u> Date Filed <u>8/4/83</u> 19 <u>83</u> | | |
| 5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. | | |

Continuation of Original UCC-1

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Burt Tyler Hall Signature(s) of Secured Party(ies)

MIDLANTIC NATIONAL BANK

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - 10.50

BOOK 530 PAGE 184

STATE OF MARYLAND

273987

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Peerless Printing & Graphics, Inc. T/A Action Printing & Graphics
Address 2525 Riva Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Hwy., Suite 207, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- M5300 Mac II S/N#F820866
- M0556 Hypercard
- M0218 1MB Memory Expansion Kit
- M0115 Extended Keyboard
- FPD0041 Full Page Display S/N#2087763
- IF36 FPD Mac II Video Interface
- FX60 60MB GCC External HD S/N#70000400
- LC890 NEC SilentWriter S/N#289239763
- M0196C Cable Mac to Printer
- 249916 Microsoft Word 3.02

Name and address of Assignee
PITTSBURGH
PITTSBURGH

101022 dBASE Mac
1010 Desk Flat Top Scanner
w/OCR Software

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

EQUIPMENT IS LEASED. NOT SUBJECT TO RECORDATION TAX.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1250

Robert E. Giles
(Signature of Debtor)

ROBERT E. GILES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ellen T. Collins Sec'y
(Signature of Secured Party)

Ellen T. Collins Sec'y
Type or Print Above Signature on Above Line

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)
Tibbetts, Russell C.
200 Woodhill Lane
Media, PA. 19063

2. Secured Party(ies) and address(es)
Society For Savings
1290 Silas Deane Hwy.
Wethersfield, CT. 06109

3. Maturity date (if any)
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 262144 498 433
Filed with Anne Arundel County Date Filed 5/27 19 86

RECORD FEE 10.00
POSTAGE .30
#184220 CTTF R04 T15:00
07/28/86

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

SOCIETY FOR SAVINGS
By: Christina K Perry
Signature(s) of Secured Party(ies)

(1) Filing Office: Case - Alphabetical

STANDARD FORM - FORM UCC-3
10-50

FINANCING STATEMENT

BOOK 530 PAGE 186
FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Driggs Corporation

Address 8700 Ashwood Dr. -- Capitol Heights, MD 20743

2. SECURED PARTY

Name L.B. Smith, Inc.

Address P.O. Box 8658 -- Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One(1) Terex TS-14B, s/n 73050 with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired. With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize the lease of above property, and does not create a security interest.

Name and address of Assignee
\$ 11.00

POSTAGE .50
#104240 CT77 R04 T15401
07/28/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Rich Tschape
(Signature of Debtor)

The Driggs Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce H. Dean
(Signature of Secured Party)

Bruce H. Dean
L.B. Smith, Inc. Business Manager
Type or Print Above Signature on Above Line

11-50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 190690

RECORDED IN LIBER 328 FOLIO 289 ON November 20, 1974 (DATE)

1. DEBTOR

Name Eastport Mobil Service, et al.

Address 915 Chesapeake Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name The Farmers National Bank of Annapolis

Address 5 Church Circle, Annapolis, MD 21401

S. Kennon Scott, 2660 Riva Road, 4th Floor, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination
(Indicate whether amendment, termination, etc.)

This Termination Statement covers the following types (or items) of property (the collateral)
Purchase Order and Inventory from Bear Manufacturing Corporation to Eastport Mobil Service.

RECORDED FEE 10.00
POSTAGE .00
POSTAGE .50
#104570 CT77 004 111420
07/20/88



Dated 10-24-88

Patricia Hall
(Signature of Secured Party)

Patricia Hall, Assistant Vice President

Type or Print Above Name on Above Line
The Farmers National Bank of Annapolis

1850

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 202081

RECORDED IN LIBER. 355 FOLIO 544 ON May 3, 1976 (DATE)

1. DEBTOR

Name Michael Miron and Susan Carol Miron and Eastport Mobil Service

Address 915 Chesapeake Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name The Farmers National Bank of Annapolis

Address 5 Church Circle, Annapolis, MD 21401

S. Kennon Scott, 2660 Riva Road, 4th Floor, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE 1.50
#184600 0777 R04 711 30

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination
(Indicate whether amendment, termination, etc.)

This Termination Statement covers the following types (or items) of property (the collateral):

- 1. 1-Model #62246 646-110 Sp Service System
- 2. 1-Model #60331 Support Stand Set
- 3. 1-Set #60332 1½ ton Air Jacks
- 4. 1-Model #19609 Air Jack Adapters
- 5. 2-Model #19609 Air Jack Adapters - Lift Globe Ser. #679068 Hole Pattern



07/29/76

Dated

6-24-88

Patricia Hall
(Signature of Secured Party)

Patricia Hall, Assistant Vice President
Type or Print Above Name on Above Line
The Farmers National Bank of Annapolis

15.50

| | | | |
|-----------------------------------------------|-------------------------------|----------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> TO BE | } RECORDED IN LAND RECORDS | <input type="checkbox"/> SUBJECT TO | } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 65,000.00 |
| <input checked="" type="checkbox"/> NOT TO BE | | <input checked="" type="checkbox"/> NOT SUBJECT TO | |

FINANCING STATEMENT

1. Debtor(s):

Richard McFadden
Name or Names—Print or Type

8068 Powderbrook Lane, Springfield, VA 22153
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Jonathan S. Monias
Name or Names—Print or Type

6349 Meadowland Drive, Dunkirk, MD 20754
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, trade fixtures, furniture, lease rights, leasehold improvements, goodwill, trade name and all other assets used in the business known as Eastport Mobil, located at 915 Chesapeake Avenue, Annapolis, MD 21403

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 11.00
POSTAGE .50
#104800 CTTT R04 T11430
07/29/10

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Richard McFadden
(Signature of Debtor)

Richard McFadden
Type or Print

(Signature of Debtor)

Type or Print

(Company, if applicable)

Jonathan S. Monias
(Signature of Secured Party)

Jonathan S. Monias
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address S. Kennon Scott, 2660 Riva Road, 4th Floor, Annapolis, MD 21401

Lucas Bros. Form F-1

11.50

*WPA Co.
First Step Annual Report*

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$ _____

- 1. Name of Debtor: CC&F BWI INVESTMENT COMPANY
Address: 60 State Street
Boston, Massachusetts 02109
- 2. Name of Secured Party: MARINE MIDLAND REALTY CREDIT CORPORATION
Address: 824 Market Street Mall
P. O. Box 2367
Wilmington, Delaware 19899
Attention: Robert J. Winter

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of the Debtor in all machinery, apparatus, equipment, fittings, fixtures whether actually or constructively attached to the mortgaged premises hereinafter referred to and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under such property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps, tanks; motors, conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds, refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings in commercial, institutional and industrial buildings; together with all building materials and equipment now or hereafter delivered to the premises and intended to be installed there together with all additions thereto and replacements thereof and all products and proceeds thereof, or articles in substitution therefor whether now located or hereafter located or installed on the premises located in Anne Arundel County, Maryland described on Exhibit "A" hereto and in a certain Deed of Trust dated July 28, 1988, from Debtor to Ronald P. Fish and Michael C. Buchsbaum, Trustees, which is recorded or intended to

RECORD FEE 23.00
POSTAGE .50
#273992 C345 R01 T11:38
07/29/88

23



be recorded immediately prior hereto among the Land Records of Anne Arundel County, Maryland; and

(b) All accounts receivable in respect of any and all leases executed by Debtor as lessor and all rents, products, proceeds, incomes, issues and profits arising out of or from any and all renting, leasing, operation or bailment of the premises described above, including those now existing or due and those which may hereafter arise or become due.

(c) The interest of Debtor in all equipment of every description used or useful in the conduct of the Debtor's business to be conducted on the above described premises now or hereafter existing or acquired, and all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith; all inventory of Debtor of every description, located on the premises, whether now or hereafter existing or acquired; and all products and proceeds of any of the foregoing.

(d) The interest of Debtor in all plans and specifications for the project to be constructed on the above described premises.

(e) The interest of Debtor in any and all security deposits, down payments, and other payments with respect to sale or rental of any of the above described premises.

(f) All income and profits of Debtor of every kind and nature arising from the above described premises.

(g) All books and records of Debtor relating to the above described premises or the construction of improvements on the above described premises.

(h) The interest of Debtor in all governmental permits, approvals and licenses, and applications therefor and deposits thereon, obtained, used, made and/or required in connection with the construction of improvements on the above described premises, or any use thereof or thereon.

(i) The interest of Debtor in all contracts now or hereafter made by Debtor relating to the above described premises, including the construction, engineering, architectural, equipping, marketing, management, sale or lease of all or any part of the improvements on the above described premises;

(k) All options and agreements with respect to the rights of Debtor in other real property not included in the above described premises but which are appurtenant to such premises or which were acquired by Debtor for the use or development of the above described premises which upon review by Secured Party it deems reasonably necessary to adequately secure the collateral or to protect its rights in the above described premises, except that Secured Party shall not obtain any interest in such other real property except only to the extent that use of such

other property is necessary to provide easements or rights-of way for access to the above described premises or to extend utilities for services to the above described premises.

(k) All personal property and fixtures in connection with the above described premises, and owned by Debtor, including any and all Equipment, Inventory, Accounts, Contract Rights, Chattel Paper, General Intangibles, Fixtures, Documents and Instruments as defined in the Uniform Commercial Code of the State of Maryland, including all proceeds and products thereof, all insurance and condemnation claims and proceeds with respect to the above described premises, and all building materials whether on or off the above described premises and all payments due Borrower under such Sewer Contract.

(l) The interest of Borrower in any agreements now existing or hereafter entered into between Borrower and Anne Arundel County or Piney-100 Limited Partnership for the construction of sewer facilities to service the premises and all payments due or to become due Borrower under any such agreements.

4. Proceeds and products of the collateral are also covered.

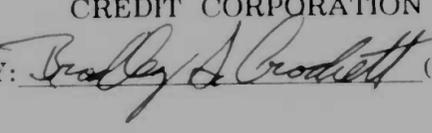
DEBTOR: SEE BELOW

SECURED PARTY:

~~CC&F-BWI-INVESTMENT-COMPANY~~

MARINE MIDLAND REALTY
CREDIT CORPORATION

BY:  (SEAL)

BY:  (SEAL)

DATED: July 28, 1988.

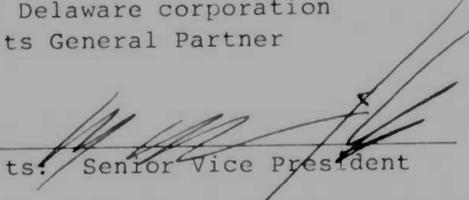
(Mr. Clerk: Return to _____)

Please record with: State Department of Assessments and Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement
Records

CC&F BWI INVESTMENT COMPANY
a Maryland general partnership

By: CC&F East Limited Partnership
a Delaware limited partnership
its Managing General Partner

By: CC&F Investors, Inc.
a Delaware corporation
its General Partner

By: 
Its: Senior Vice President

GREENHORNE & O'MARA, INC.

EXHIBIT A

L. B. SMITH PROPERTY
TRACTS I THROUGH IV
LIBER 4171, FOLIO 7
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME on the northern right of way line on a connection road from Dorsey Road to the L. B. Smith property, said point being 15 feet right of baseline of right of way station 0+60 as shown on a right of way plat entitled "State Roads Commission of Maryland, Washington Baltimore Expressway" plat number 7430; thence leaving said point and binding on said right of way the following 11 courses and distances

1. 56.07 feet along the arc of a curve to the left, which has a radius of 55.00 feet, and a chord bearing and distance of North 18 degrees 51 minutes 08 seconds West 53.67 feet; thence
2. North 48 degrees 03 minutes 27 seconds West 141.10 feet; thence
3. 71.46 feet along the arc of a curve to the right, which has a radius of 85.00 feet, and a chord bearing and distance of North 23 degrees 58 minutes 27 seconds West 69.37 feet; thence
4. North 00 degrees 06 minutes 33 seconds East 47.36 feet; thence
5. North 89 degrees 53 minutes 28 seconds West 30.00 feet; thence
6. South 01 degrees 40 minutes 55 seconds West 167.02 feet; thence
7. North 54 degrees 12 minutes 17 seconds West 150.70 feet; thence
8. 474.09 feet along the arc of a curve to the right, which has a radius of 463.01 feet, and a chord bearing and distance of North 30 degrees 40 minutes 26 seconds West 453.65 feet; thence
9. North 01 degrees 39 minutes 54 seconds East 146.93 feet; thence
10. 89.03 feet along the arc of a curve to the right, which has a radius of 922.93 feet, and a chord bearing and distance of North 06 degrees 55 minutes 24 seconds East 89.00 feet; thence

GREENHORNE & O'MARA, INC.

11. North 34 degrees 51 minutes 30 seconds East 1879.20 feet to an iron pipe found; thence leaving said right of way and binding on the outline of the L. B. Smith tract the following 7 courses and distances
12. South 02 degrees 43 minutes 30 seconds East 422.16 feet to an iron pipe found; thence
13. South 82 degrees 47 minutes 07 seconds East 1525.68 feet to an iron pipe found; thence
14. South 52 degrees 43 minutes 27 seconds West 896.18 feet to an iron pipe found; thence
15. South 33 degrees 14 minutes 37 seconds West 1201.60 feet to a stone found; thence
16. South 89 degrees 46 minutes 33 seconds West 715.85 feet to an iron pipe found; thence
17. South 33 degrees 10 minutes 19 seconds East 122.76 feet; thence
18. South 39 degrees 03 minutes 53 seconds West 100.37 feet to the point of beginning of the parcel herein described.

The above described parcel contains 2,783,839 square feet or 63.908 acres of land, more or less.

Being all the tracts I through IV as described in a conveyance from Smith Land and Improvement Corporation, a Delaware Corporation, to Smith Land, Inc., a Maryland Corporation dated September 18, 1986 and recorded among the land records of Anne Arundel County, Maryland in Liber 4171, Folio 7.

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Pastore's of Mountain Road, Inc.
3820 Mountain Road (Name or Names) Pasadena, MD 21122
(Address)

LESSEE (Name or Names) CFSL2862
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Assoc.
Of LESSOR (Name or Names)
2001 E. Joppa Road Baltimore, MD 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

One- Compaq Deskpro Computer System Model 1 w/640K, 20 Mb Hard Drive

RECORD FEE 11.00
POSTAGE .75
#104620 0777 004 11/10/97
07/29/98

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Pastore's of Mountain Road, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian Metzbowee V.P.
(Title)

By: Brian G. Connelly Mgr.
(Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: BRIAN Metzbowee V.P.
(Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 248364 recorded in
Liber 464, Folio 133 on 7-27-83 at Anne Arundel County
Date Location

1. DEBTOR(S):

Name(s) Koons Ford of Annapolis, Inc.
2540 Hiva Road
Address(es) Annapolis, Maryland 21401

2. SECURED PARTY:

Name Maryland National Bank
Retail Finance Division
Address P. O. Box 17068
Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above.

Koons Ford of Annapolis, Inc.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

Koons Ford of Annapolis Inc
By M M M Asst. Secy

DEBTOR(S)

SECURED PARTY

Maryland National Bank
By Irma A. Hartman
Accounting

(Type, Name and Title)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10.00
50

RECEIVED FEB 10 1984
POSTAGE
FID-4630 077 RON 714 11
08/29/83

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Melvin C. Thomas Sr.
Address 1335 Balto-Annapolis Blvd. Arnold, MD 21012

2. SECURED PARTY

Name Suit & Wells Equipment Company, Inc.
Address 6300 Crain Highway Upper Marlboro, MD 20772
J.I. Case Credit Corp. 5790 Widewaters Pkwy., Syracuse, NY 13214
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Used Case 580C Tractor Loader/Backhoe
Serial #9010332

Name and address of Assignee

RECORDS FEE 11.00
POSTAGE .30
#10-640 0777 RM T14 12
07/29/78

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

x Melvin C. Thomas Sr.
(Signature of Debtor)

Melvin C. Thomas Sr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

Jay R. Weamer
(Signature of Secured Party)

Suit & Wells Equipment Company, Inc.
Type or Print Above Signature on Above Line

17.5

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 7/7/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BO-RO, INC. PICK YUR FLICKS
Address 3009 MOUNTAIN ROAD, PASADENA, MARYLAND 21122

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P. O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL STORE INVENTORY NOW OWNED OR ACQUIRED IN THE FUTURE

RECORD FEE 12.00
POSTAGE .50
#104658 CTTT R04 T14V 2
07/26/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

BO-RO, INC. PICK YUR FLICKS

BY: Paul M. Gaudin
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Paul Walter
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

10.50

FINANCING STATEMENT

Not Subject to Recordation Tax

| | |
|-----------------------|-----------------------------------------------------------------|
| <u>Name of Debtor</u> | <u>Mailing Address</u> |
| Michael F. Ciganek | 7959 Telegraph Road #50 Severn, Anne Arundel, Maryland 21144 |

SECURED PARTY

| | |
|-------------------------------------|---------------------------------------------------------------------|
| THE BANK OF BALTIMORE (Assignee) | Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21201 |
|-------------------------------------|---------------------------------------------------------------------|

1. This Financing Statement covers the following types (or items) of property (the collateral).

RECORD FEE 11.00
#104080 0777 R04 T14741

USED 1985 Liberty Homes, Inc. Mobile Home, 60 X 14
Serial# 08-L-55551

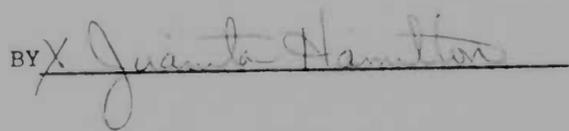
2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

08/29/88

Debtor

 MICHAEL F. CIGANEK

Secured Party
 THE BANK OF BALTIMORE
 BY 

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

11

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Samuel D. Frampton

Mailing Address

490 Patuxent Road #61
Odenton, Maryland 21113

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

- 1. This Financing Statement covers the following types (or items) of property (the collateral).

Used 1986, Liberty Homes, Inc. 65 X 14 Mobile Home
Serial #57131

RECORD FEE \$1.00
#184578 0777 004 114+12
07/29/86

- 2. Proceeds and products of the collateral are also specifically covered.

- 3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Samuel D. Frampton
SAMUEL D. FRAMPTON

Secured Party

THE BANK OF BALTIMORE

BY

Janita Hinckley

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

11-

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. []

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>American Homes Corp. Christopher H. Hill 647 Revell Highway Annapolis, Maryland 21401</p> | <p>2. SECURED PARTY</p> <p>THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 12.00
POSTAGE .50
#104900 0777 R04 T14/44
07/29/00

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

American Homes Corp.
(Type Name)

THE ZAMOISKI CO.

By: [Signature] (SEAL)
Christopher H. Hill, President

By: [Signature]
John J. Malkey Vice President / Treasurer

By: _____ (SEAL)

(Date Signed by Debtor) 19__

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

12-50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Olson Edith
134 Janwall St
Annapolis MD 21403

2 Secured Party(ies) and address(es)

Congressional Court Corp
7620 Little River Turnpike
Aurora VA

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE
POSTAGE
FILING OFFICE

4 This financing statement covers the following types (or items) of property

Seas Deck & Access

5 Assignee(s) of Secured Party and Address(es)

Security Pacific
Financial Services
6525 Balboa Rd
Seattle WA

This is a conditional Sales Contract.

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with

Congressional Court Corp
7620 Little River Turnpike
Aurora VA

By Edith Olson
Signature(s) of Debtor(s)

By John B. Nunez
Signature(s) of Secured Party(ies)

Edith Olson

STANDARD FORM - FORM UCC-1

John B. Nunez

(If Filing Officer Copy: Alphabetical)

FINANCING STATEMENT

- 1. Name & Address of Debtor: LORENS BUILDING PARTNERSHIP
c/o Ronald R. Holden, Esq.
60 West Street, Suite 211
Annapolis, Maryland 21401
- 2. Name & Address of Secured Party: SEVERN SAVINGS BANK, F.S.B.
1726 West Street
P.O. Box 6679
Annapolis, Maryland 21401
- 3. This Financing Statement covers the following types (or items) of property:

(a) All of the following property located on or about the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property");

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials, and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings,

RECORD FEE 20.00
POSTAGE .50
#322680 0345 P01 T15#39
07/29/88

25 50

draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments including but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid land and other Property and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Article 81 Sections 277 and 278 of the Annotated Code of Maryland.

Debtor:

LORENS BUILDING PARTNERSHIP

BY: Thomas D. Eby

BY: Ronald R. Holler

BY: Kenneth R. Wagner

realest/3lorens

Secured Party:

SEVERN SAVINGS BANK, F.S.B.

BY: [Signature]

Job No. 101169015
May 8, 1987
Page One of Two

Engineers • Land Planners • Land Surveyors

REPLY TO:

DESCRIPTION OF
LOTS 6, 7, 8, and $\frac{1}{2}$ of Lot 5
BLOCK 18
WEST ANNAPOLIS
SIXTH TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a pipe set at the corner of Lots 8 and 9, Block 18, as shown on a Plat Entitled "Aldridges Revised and Corrected Plat of West Annapolis", said point being on the Northwest side of Melvin Avenue (formerly Severn Avenue) and being measured along the Northwest side of said Avenue South $42^{\circ} 42' 25''$ West 70 feet from the intersection of the Northwest side of Melvin Avenue and the Southwest side of Ridgely Avenue (formerly Revell Street), and running thence with and binding on the Northwest side of Melvin Avenue as aforesaid;

1. South $42^{\circ} 42' 25''$ West 175.00 feet to a pipe set at the center of Lot 5, thence leaving Melvin Avenue and running through the center of the abovementioned Lot 5;

2. North $47^{\circ} 15' 33''$ West 150.00 feet to a pipe set on the common boundary line between Lots 5 and 14 located on and distant South $42^{\circ} 42' 25''$ West 25.00 feet from the common corner of Lots 5, 9, 14, and 15, running thence with and binding on the common boundary of Lot 5 and 14; Lots 6 and 15; and Lots 7, 8, and 16.

3. North $42^{\circ} 42' 25''$ East 175.00 feet to a nail set in a 39" stump on the outline of Lot 16 at the common corner of Lots 8 and 9, thence running with and binding on the common line of Lots 8 and 9.

ANNAPOLIS
410-1231
209-0531
Baltimore 261-2605

CENTREVILLE
158-0231
Baltimore 269-6402

CHESTERTOWN
778-3072
Baltimore 269-5488

DENTON
473-3606

EASTON
802-3302
Baltimore 269-7676
Cambridge
228-1292

ELKTON
388-1550
Baltimore 575-2290

LEONARDTOWN
475-5522
Washington 870-2262

PRINCE FREDERICK
535-4510
Washington 855-1798

Job No. 101169015
May 6, 1987
Page Two of Two

BOOK 530 PAGE 206

4. South 47° 15' 33" East 150.00 feet to the place of beginning, containing 0.60 Acres of Land, More or Less.

BEING Lots 6, 7, 8, and $\frac{1}{2}$ of Lot 5, Block 18, as shown on a Plat Entitled "Aldridges Revised and Corrected Plat of West Annapolis" also being the same as those parcels of land conveyed from Lillian C. Lorens unto Lorens Building Partnership by deed dated December 31, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Book 4227 Page 249 and that parcel of land conveyed from Dale Anthony Darden unto Lorens Building Partnership by deed dated December 31, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Book 4227 Page 247.

SUBJECT TO HOWEVER, two (2) 5 feet wide easements located along the division line between Lots 5 and 6, Block 18 as conveyed to the Mayor and Alderman of the City of Annapolis by deeds dated October 9, 1974 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2715 Folio 281 and Liber 2715 Folio 285.

Mail to

Hyatt, Charles Peters

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 28 July 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MMA Investment Seminars
Address 238 West Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MMA Investment Seminars
By: [Signature]
Signature of Debtor

George L. Klander, Sole Proprietor
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

(Signature of Secured Party)

John J. Feldman III, Vice President

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here.

This financing statement Dated 7-25-88 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Paving Company
Address 238 West Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address 41 Defense Highway
Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 New J.C.B. 1400 B Backhoe Loader Serial # 334963
with Cab and extended Hoe, 36" H.D. Bucket, and Street Pads

RECORD FEE 11.00
POSTAGE .50
MIDNIGHT CITY BOOK TEL 433
08/25/88

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
MIDNIGHT CITY BOOK TEL 433
08/25/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

EMIL FAGIOLA
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

F. Gregory Baldwin, President
Type or Print Above Signature on Above Line

11.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258680

RECORDED IN LIBER 490 FOLIO 357 ON 10/1/85 (DATE)

1. DEBTOR

Name The Sheet Metal Coating & Litho. Company

Address 901 W. Ostend Street, Baltimore, MD 21230

2. SECURED PARTY

Name George R. Frank

Address 901 W. Ostend Street, Baltimore, MD 21230

John A. Scaldara, 3rd Floor, Sun Life Building, Baltimore, MD 21201
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p> |

RECORD FEE 10.00
POSTAGE .30
#105510 CT 7 R04 T000 10
08/01/85

Dated July 21, 1988

George R. Frank
(Signature of Secured Party)
George R. Frank

Type or Print Above Name on Above Line

15W

F/S Records
Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267
Identification No. 270735 Dated June 26, 1987

1. Debtor(s) { William J. Wroten and Jean L. Wroten
Name or Names—Print or Type
110 Bellehahn Court, Severna Park, MD 21146
Address—Street No., City - County State Zip Code
a) Mercantile Mortgage Corporation
b) Mercantile-Safe Deposit and Trust Company
2. Secured Party { Name or Names—Print or Type
a) 200 E. Redwood Street, Baltimore, MD 21202
Address—Street No., City - County State Zip Code
b) Two Hopkins Plaza, Baltimore, MD 21201
3. Maturity Date (if any) June 25, 1989
4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
TOTAL 10.50
JUN 29 1988

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | <input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: |
| <input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: | <input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Amendment* |

*The Principal Amount is hereby amended to read \$3,114,500.00.

The appropriate amount of documentary stamps are affixed to a First Modification of Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the increase in said loan.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061 (85-419)

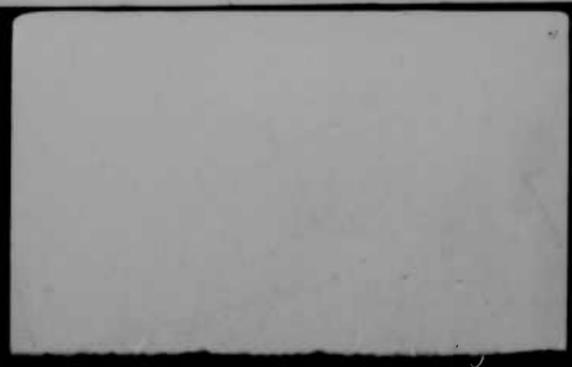
Dated: 6-17-88

William J. Wroten
Name of Secured Party

Paul W. Parks
Signature of Secured Party
Paul W. Parks, President
Type or Print (Include Title if Company)

Jean L. Wroten
MERCANTILE-SAFE DEPOSIT AND TRUST COMP.

By: [Signature]
SR VICE President



BOOK 530 PAGE 211

274005

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated July 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cox Creek Refining Company
Address Kembo Road, P.O. Box 3407, Baltimore, MD 21226

2. SECURED PARTY

Name Banco Internacional, S.N.C.
Address New York Agency, 45 Broadway Atrium, New York, New York 10006
Attention: Executive Vice President
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) n/a

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto.

RECORD FEE 13.00

POSTAGE .50

#323270 C345 R01 T11#12

08/01/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

COX CREEK REFINING COMPANY

By: Tom S. Murphree
(Signature of Debtor)

Tom S. Murphree, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BANCO INTERNACIONAL, S.N.C.
NEW YORK AGENCY

By: Anthony J. Cordello
(Signature of Secured Party)

Anthony J. Cordello

Type or Print Above Signature on Above Line

FILING OFFICER - ALPHABETICAL

SCHEDULE A

ATTACHMENT PAGES FOR UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1: COX CREEK
REFINING COMPANY, A MARYLAND COMPANY, DEBTOR;
BANCO INTERNACIONAL, S.N.C., A MEXICAN BANKING ORGANIZATION
ACTING THROUGH ITS NEW YORK AGENCY, SECURED PARTY.

This financing statement is being filed pursuant to a Security Agreement, dated as of July 25, 1988, between the Debtor and the Secured Party and covers the following types and items of property:

All right, title and interest of Debtor in, to and under the following property now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest:

(a) All hedging instruments purchased by the Debtor in connection with the purchase of copper blister, anode and/or cathode by the Debtor, and all right, title and interest of the Debtor therein or thereto including, without limitation, (a) all rights of the Debtor to receive moneys due and to become due to it under any thereof or in connection therewith, (b) all rights of the Debtor to damages arising out of, or for, breach or default in respect thereof, (c) the right of the Debtor to terminate, amend, supplement or otherwise modify the same, and (d) all rights of the Debtor to perform and to otherwise exercise remedies thereunder, in each case as amended, modified or supplemented from time to time;

(b) All agreements entered into by the Debtor from time to time providing for the sale by the Debtor of products from or into which copper blister, anode or cathode has been manufactured, processed, assembled, commingled or refined;

(c) All copper blister, anode and/or cathode purchased with the proceeds of drawings under any letter of credit issued for the account of the Debtor by the Secured Party pursuant to the Credit and Reimbursement Agreement, dated as of July 25, 1988, between the Debtor and the Secured Party (the "Copper"); and

(d) to the extent not otherwise included, all proceeds and products of the foregoing (including, without limitation, all additions and accessions to and all substitutions for and replacements of the above collateral, all products into which any of the above collateral is incorporated or is processed, refined or converted, all property received wholly or partly in trade or exchange for the above collateral, all revenues, profits and proceeds, including accounts receivable, notes and other instruments, arising from the sale or temporary or permanent disposition of the above collateral, all insurance and condemnation proceeds and awards in respect of any of the above collateral and all of the Debtor's right, title and interest in and to all documents covering the above collateral, including bills of lading and bills of sale with respect to the Copper).

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267
ID No. 270735

William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p> | <p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p> |
| <p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> |

RECORD FEE 10.00
POSTAGE .50
204500 1237 812 11:59
28/01/89
J.P. CLAY

BEING KNOWN AND DESIGNATED as Lot Nos. 22, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 6/29/88

MERCANTILE MORTGAGE CORPORATION

Paul W. Pauls

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart
Paul A. Stuart, Vice President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267
ID No. 270735

William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p> | <p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p> |
| <p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> |

RECORD FEE 10.00
POSTAGE .50
MORTGAGE DEPT BAL 112401
08/31/88
J.P. CLARK

BEING KNOWN AND DESIGNATED as Lot Nos. four (4), as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 6/29/88

MERCANTILE MORTGAGE CORPORATION
Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Paul A. Stuart
Paul A. Stuart, Vice President



Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267
ID No. 270735

William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p> | <p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p> |
| <p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> |

BEING KNOWN AND DESIGNATED as Lot Nos. 61, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 5-21-88

MERCANTILE MORTGAGE CORPORATION

Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, V.


Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-232)

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: July 13, 1988

(x) Not Subject to Recordation Tax
() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Rental Management Associates

ADDRESS: 504 South Hanover Street
Baltimore, Maryland 21201

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

A 1/2 Limited Partnership Unit in the American Reeper Associates Limited Partnership

RECORD FEE . 11.00
POSTAGE .50
#156710 0237 R03 712+52
08/01/88

TW

DEBTOR(S):
Rental Management Associates
(Company Name)

BY: [Signature]
Man

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]
(Authorized Signature)

John M. Crook
Senior Vice President

(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

11-00
50

TO BE

NOT TO BE

RECORDED IN
Chattel Records
of Anne Arundel
County

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s);
(Borrower)

BELLO MACHRE, INC.
Name or Names - Print or Type
P. O. Box 969, Glen Burnie, Maryland 21061
Address - Street No., City-County State Zip Code
Name or Names - Print or Type

Address - Street No., City-County State Zip Code

2. Secured Party:

IN THE DIVISION OF HOUSING FINANCE OF THE *
Name or Names - Print or Type
45 Calvert Street, Annapolis, Maryland 21401
Address - Street No., City-County State Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE THE ATTACHED SHEETS - EXHIBITS A & B

4. If above described personal property is to be affixed to real property, describe real property.

7433 Furnace Branch Road, Glen Burnie, Maryland 21061

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral X are _____ are not covered.

7. Products of collateral X are _____ are not covered.

DEBTOR(S): BELLO MACHRE, INC.
(Borrower)

[Signature]
(Signature of Debtor)

ROBERT T. IRELAND
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY: COMMUNITY DEVELOPMENT
ADMINISTRATION, AN AGENCY IN THE
DIVISION OF HOUSING FINANCE OF
THE DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT OF THE
STATE OF MARYLAND
(Company, if applicable)

[Signature]
(Signature of Secured Party)

Housing Rehab Officer
Type or Print (include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address COMMUNITY DEVELOPMENT ADMINISTRATION, AN AGENCY
IN THE DIVISION OF HOUSING FINANCE OF THE DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT OF THE STATE OF MARYLAND
45 Calvert Street, Annapolis, Maryland 21401

*OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OF THE STATE OF MARYLAND

1700

BOOK 530 PAGE 219

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 2 as shown on the Plat entitled, "Minor Subdivision Plat Barbalace Property", recorded among the Land Records of Anne Arundel County in Liber 4298, folio 657.

EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

(d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantees thereof (the "Leases"); and

(l) all amounts which Borrower has agreed to pay CDA pursuant to the Equity Participation Agreement.

32.739.7
7/7/88

BOOK 530 PAGE 222

1000 (3)
274009

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF ANNIS ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. Debtor: Address:
George S. Regester and 300 Crain Highway
Carolyn G. Regester Glen Burnie, MD 21061

2. Secured Party: Address:
Provident Bank of 114 E. Lexington Street
Maryland Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department
RECORD FEE 28.00
PAGE .50
#323840 0055 R01 115424
09/01/88

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or

26

additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) All of the Debtor's partnership assets and property;

(c) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(d) All documents, instruments, general intangibles, chattel papers, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

4. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Alex J. Guggenheim and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland.

5. Proceeds of collateral are covered hereunder.

BOOK 530 PAGE 224

6. The land consists of approximately 1.174± acres of land more particularly described in Exhibit A attached hereto.

By: *George S. Register* (SEAL)
George S. Register

By: *Carolyn G. Register* (SEAL)
Carolyn G. Register

Dated: July 8, 1988

Return to Title
AMERICAN TITLE GUARANTEE
Corporation
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

PROPERTY DESCRIPTION

All those lots of ground situate and lying in Anne Arundel County, Maryland, and being more particularly described as follows:

Parcel 1

BEING all that parcel of ground situate in the Fifth Election District of Anne Arundel County, in the State of Maryland, and according to a survey prepared by Keller and Keller, Registered Land Surveyor, dated June 27, 1972, described as follows, that is to say:

BEGINNING for the same at the corner formed by the intersection of the Northwest side of Light Street, 80 feet wide, and the Southwest side of Third Avenue South 80 feet wide, as shown on the Plat of Glen Burnie and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 104 and now recorded in Plat Book "A" folio 24, said place of beginning being also at the Northeast corner of Lot #1, Block 32 as shown on said plat; and running thence from said place of beginning, Southwesterly, binding on the said Northwest side of said Light Street and binding on the Southeast outline of said Lot #1 on the Southeast outline of Lots #2 and #3, in all 150 feet to the Northeast side of a 20 foot alley known as Fourth Alley South; thence Northwesterly, at right angles to Light Street, binding on the said Northeast side of said Fourth Alley South and binding on the Southwest outline of said Lot #3, crossing a 20 foot alley never laid out on the ground, opened or used; and binding on the Southwest outline of Lots #4, 5, 6 and part of Lot #7 on said plat, in all 363 feet; thence leaving the said Northeast side of said Fourth Alley South, at right angles thereto, and running Northeasterly 50 feet to the Southwest corner of the property known as No. 13 Third Avenue South; thence running Southeasterly, parallel with said Fourth Alley South and binding on the Southwest outline of said property known as No. 13 Third Avenue South, 70 feet to the Southeast corner of said last mentioned property; thence running Northeasterly, parallel with said Light Street, and binding on the Southeast outline of said last mentioned property, 100 feet to the said Southwest side of said Third Avenue South; thence running Southeasterly, binding on the said Southwest side of said Third Avenue South, binding on part of the Northeast outline of said Lot #6, on the Northeast outline of Lots #5 and #4, crossing said 20 foot alley never laid out on the ground, opened or used, and binding on the Northeast outline of said Lot #1, in all 293 feet, more or less, to the place of beginning.

BEING Lots #1, 2, 3, 4, 5 and part of Lots #6 and #7 and said 20 foot alley never laid out on the ground, opened or used, Block 32, as shown on said Plat of Glen Burnie above referred to.

Parcel 2

BEING all that parcel of land situate, lying and being in the Fifth Assessment District of Anne Arundel County, which is more particularly described as follows:

BEGINNING for the same at the corner formed by the intersection of the west side of Light Street (Crain Highway), 80 feet wide, and the south side of Third Avenue, Southwest, 80 feet wide, as shown on the plat of Glen Burnie, Plat No. 3, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book No. 6, page 15; said point being also at the northeast corner of Lot 1, Block 32, as shown on said plat; said point being also the northeast corner of the property conveyed by Norma Etta Kellenberger and Jenice Kellenberger Lang, to George S. Register and Carolyn G. Register, his wife, by deed dated June 29, 1972, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber No. 2502, folio 763; thence binding reversely on the northern boundary of the conveyance to Register and with the southern right-of-way line of Third Avenue, Southwest (1) North 66 degrees 00 minutes 17 seconds West 150.00 feet to the east side of a 20 foot alley; thence leaving said right-of-way line of Third Avenue, Southwest and running with the east side of said 20 foot alley (2) South 23 degrees 59 minutes 43 seconds West 150.0 feet to the north side of another 20 foot alley; thence with the north side of said alley (3) North 66 degrees 00 minutes 17 seconds West 20.0 feet to the west side of the 20 foot alley firstly described hereinabove; thence with the west side of said alley (4) North 23 degrees 59 minutes 43 seconds East 150.0 feet to the south side of Third Avenue, Southwest as aforesaid; thence binding with said right-of-way (5) North 66 degrees 00 minutes 17 seconds West 123.0 feet to the northeast corner of the property conveyed to David L. Riegel and Nancy L. Riegel in a deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber No. 2906, folio 205; thence continuing with an extension of the easternmost side of said conveyance to Riegel (6) North 23 degrees 59 minutes 43 seconds East 12.54 feet; thence running parallel to the northern line of the conveyance to Register and parallel to the first and fifth lines of the property described hereinabove (7) South 66 degrees 00 minutes 17 seconds East 293.0 feet to the west side of Light Street (Crain Highway) as aforesaid; thence with said west side of Light Street (Crain Highway) (8) South 23 degrees 59 minutes 43 seconds West 12.54 feet to the point of beginning; containing 6674.22 square feet of ground, more or less, as shown on the plat marked Exhibit A attached to Deed dated September 29, 1982, from Anne Arundel County, Maryland, and recorded as aforesaid in Liber No. 3528, folio 498.

BEING a portion of the south side of Third Avenue, Southwest and being dimensioned 12.54 feet in width for a distance of 293 feet, as well as that portion of "A" Alley Southwest from the south side of Third Avenue, Southwest to the north side of Fourth Alley Southwest, as shown on the plat of Glen Burnie, Plat No. 3, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book No. 6, folio 15.

BEING also that property known as 300 Crain Highway as more fully shown on that plat entitled, "Register Property Commercial Complex," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 104, folio 36.

AMERICAN LIFE GUARANTY
CORPORATION
22 South Charles Street
Baltimore, MD 21201

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)

SSSS Realty Company 1) 7425 Harford Road
Baltimore, Maryland 21234

2) 1990-1992 West Street
Annapolis, Maryland 21401

6. Secured Party Address

Equitable Bank, National Association 100 S. Charles Street
Attention: Colleen Jurak Baltimore, Maryland 21201

Documentation Assistant

RECORD FEE 17.00
POSTAGE .50
#185190 CTTT 504 115436
08/01/98

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors SSSS Realty Company

By: Martin Schwartz (Seal) By: David Schwartz (Seal)
Martin Schwartz, General Partner David Schwartz, General Partner

By: Marie Schwartz (Seal) By: Barbara Schwartz (Seal)
Marie Schwartz, General Partner Barbara Schwartz, General Partner

By: Martin Schwartz her attorney in fact
Mr. Clerk, Please return to the Equitable Bank, National Association to the office and at the address set forth in paragraph 6 above.
By David Schwartz, acty in fact
BY: David Schwartz her attorney in fact

17.50

SCHEDULE A

This Schedule A is attached to and made a part of a financing statement by and between Equitable Bank, National Association and SSSS Realty Company.

SECTION G CONTINUED:

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 7425 Harford Road, Baltimore, Maryland and 1990-1992 West Street, Annapolis, Maryland.

BOOK 530 PAGE 230

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. MATURITY DATE
(If Any) 21 SEP 99

1. DEBTOR(S) (Last Name First and ADDRESS(ES))

WOODTON JAMES DBA JG M CONTRAC
1210 MARCA LANE
ANNAPOLIS MD 21403
213361216 AA

2. SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No

260747
BK 517 PG 590

Filed with ANNE ARUNDEL MD

Date Filed 21 SEP 87

- 5. CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee, whose name and address appears in Item 10.
- 8. AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
POSTAGE .39
B115360 0777 R14 T11432
03/01/88

10.

TO

CLERK OF CIRCUIT CRT
* UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

Number of Assigning Sheets Presented

01 JUL 88

DEERE CREDIT SERVICES INC.

By

Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By

Signature(s) of Secured Party(ies)

Manager, Processing
John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

BOOK 530 PAGE 231

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. MATURITY DATE
(If Any) 17 JUL 96
FOR FILING OFFICER (Date, Time and Filing Office)

| | |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. DEBTOR(S) (Last Name, First and ADDRESS(ES)) SCOTT 1052 BAYARD RD LOTHAN 242389940 AB | 2. SECURED PARTY(IES) and ADDRESS(ES) JOHN DEERE COMPANY P. O. BOX 55090 WEST DES MOINES IA 50265 FORMERLY: JOHN DEERE COMPANY COLUMBUS, OH |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|

4. This statement refers to original Financing Statement bearing File No. 252589
BK 474 PG 495
Filed with ANNE ARUNDEL MD Date Filed 17 JUL 84

RECORD FEE 10.00
POSTAGE .50
#185670 0777 R04 714432
88/01/08

- 5. CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented 01 JUL 88

TO
CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

By _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *C. Doyle*
Signature(s) of Secured Party(ies) Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated July 12, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ronald Jackson
Address Route 1 Box 80 A-1 Queen Anne, MD 21657

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090 West Des Moines, IA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 15, 1991

4. This financing statement covers the following types (or items) of property: (list)

| | |
|---------------------------------|------------------------|
| John Deere 750 CP Tractor | Serial # CH07505025222 |
| John Deere 503 CP Rotary Cutter | Serial # 3650 |
| John Deere 70 Loader | Serial # 3711 |

RECORD FEE 11.50
POSTAGE .50
#103800 CTTT R04 114172
00/01/88

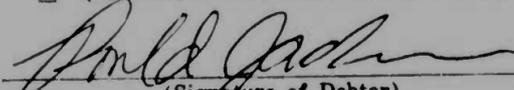
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

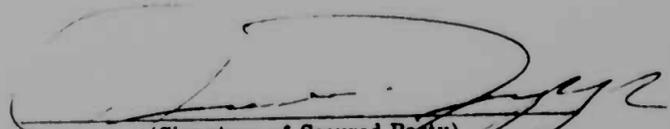
(Products of collateral are also covered)


(Signature of Debtor)

Ronald Jackson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Reese W. Diggs, Jr. for John Deere Credit Services
Type or Print Above Signature on Above Line

11-00
50

The Pittston Inn
A Limited Partnership

Anne Arundel Co., Maryland

FINANCING STATEMENT

Fee No

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es) CARDINAL INDUSTRIES, INC. .333 South Hammonds Ferry Road Glen Burnie, Maryland 21061 2040 South Hamilton Road Columbus, Ohio 43232</p> | <p>2. a. SECURED PARTY (OR ASSIGNEE) and Address EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201</p> |
| | <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p> |

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

RECORD FEE 13.00
 POSTAGE .50
 810390 CTTT R04 115121
 01/01/88

(Cont'd)

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: 2
- 6. This transaction (is) (~~is not~~) exempt from the recordation tax
 Principal amount of debt initially incurred is: N/A
- 7. RETURN TO: Weinberg and Green (~~WGS~~) Carl E. Eastwick, Esquire
 100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

CARDINAL INDUSTRIES, INC.

(Type Name)

By: Joseph V. Collins

Joseph V. Collins
 Assistant Secretary

(Type Name and Title of Person Signing)

7/27 / 1988
 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

13050

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

The Pittston Inn
A Limited Partnership

Finished building components consisting of 70 units.

| | |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 (five) 1-bed | S/N 4998-4502 |
| 2 (two) 2-bed BF | S/N 4992,5003 |
| 51 (five) 2-bed | S/N 4939,4940,4942-4945,4947,4948,4950-4952,4954-4956,4958, 4959,4961-4963,4965-4968,4970-4973,4975-4979,4981-4986, 4988-4991,4993-4996,5004-5008. |
| 6 (six) 1-bed eff. | S/N 4957,4960,4964,4969,4974,4987. |
| 1 (one) Conf. Room | S/N 4980 |
| 1 (one) Linen | S/N 4997 |
| 1 (one) Laundry | S/N 4946 |
| 1 (one) Folding | S/N 4949 |
| 1 (one) Reception/Off. | S/N 4941 |
| 1 (one) Mgrs. Apt. | S/N 4953 |

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 297,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$2,079.00.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L.R. Willson & Sons, Inc.

Address 773 Annapolis Road Gambrills, MD 21054

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 2079.00
POSTAGE .50
MAY 27 1984 115124
06/01/85

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

L.R. Willson & Sons, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

17
2079
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banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST
L.R. Willson & Sons, Inc. (Seal)
Mortgagor
By: *Donald S. Willson* (Title)
Secretary

STATE OF _____ } SS
COUNTY OF _____ }
_____ being duly sworn, deposes and says

1. He is the _____ of L.R. Willson & Sons, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual) and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.
(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.
(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of L.R. Willson & Sons, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

NOTARY PUBLIC
CAL 8777

(Notarial Seal)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 25, 1988 between the undersigned.

| QUANTITY | DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|
| One(1) | Lorraine 140 Ton Truck Crane | 1982 MC1400 | 37164 |
| | The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property. | | |

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

L. R. Willson & Sons, Inc.

By: *L. R. Willson*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 17,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel Co in the amount of \$119.00
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Niedergesahs William C.
Address 7512 Harmans Road Harmans, Maryland 21077

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address P.O. Box 1680 500 DiGiulian Blvd Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 11.90

RECORD TAX 107.10
POSTAGE .50
RECORDED BY RM 115425
08/01/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

William C. Niedergesahs
See attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

17's
119.50

*Wherever the name "C.A.A." Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

530 240 A

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 28th day of July, 1988

by and between

William C. Niedergesahs having his principal place of business at
7512 Harmans Road Harmans, Maryland 21077

Mortgagor and First Interstate Credit Alliance, Inc.

Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes related hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagee's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and obligated to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges therein from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagor is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements related to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of liens and/or mortgages of any such premises.

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agrees to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagor at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of Mortgagor, who shall remain liable to Mortgagee for any deficiency, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less, Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

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banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written

ATTEST

William C. Niedergesahs (Seal)
Mortgagor

By *William C. Niedergesahs* (Title)

Secretary

STATE OF
COUNTY OF

SS

William C. Niedergesahs being duly sworn, deposes and says

- 1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage of
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____ 19____

William C. Niedergesahs

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____ 19____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC
CAL 87 77)

530 210C

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 28 19 88 between the undersigned.

| QUANTITY | DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| One (1) | Chevrolet Truck with Jerrdan 20ft Body The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to aquire the above described property. | 1979 | C18C49V142594 |

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

William C. Niedergesahs

By: William C. Niedergesahs

JTH2

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| 1. DEBTOR(S) (LAST NAME FIRST, ADDRESS, ETC.) Dawson, Howard B. 109 Derry Ln. Pembroke, MD 21654 | 2. SECURED PARTY(IES) AND ADDRESSES Ford Motor Credit Company P. O. Box 837 1133 Old Highway 101 Mechanicville, VA 23111 |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 207373 Dated 5-5-87

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: | C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property: | D. Termination <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Book 511 Page 570

RECORD FEE 10.00
POSTAGE .30
8108040 CTTT R04 T15100
08/01/90

4. This transaction is exempt from the Recording Tax.
Filed with: Anne Arundel Co, MD

Dated: 7-13, 1988
By: [Signature]
Ford Motor Credit Co
(NAME OF SECURED PARTY)

1080

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HCE, Inc.
Address P.O. Box 463, Crownsville, MD 21032

2. SECURED PARTY

Name Satellite Leasing Corporation
Address 2530 Xenium Lane, Minneapolis, MN 55441

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

100 Satellite Poly-Plus Restrooms
S/W/2 - SAC-N 37-76
SACG 79-98
SACM 99
SACG 40-58
SACM 39-58

Name and address of Assignee
Norwest Bank Minnesota,
National Association
8th Street & Marquette Ave.
Minneapolis, MN 55479

RECORD FEE 11.00
#100000 0777 004 710 00
08/01/00

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Elizabeth Boyle Secretary
(Signature of Debtor)

HCE, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas Wickman President
(Signature of Secured Party)

Satellite Leasing Corporation
Type or Print Above Signature on Above Line

006

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

Anne Arundel County

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Communication Installations, Ltd.
Address 150 Midlantic Parkway, Thorofare, NJ 08086

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address 110 S. Jefferson Plaza, Whippany, NJ 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attached Schedule A.

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

RECORD FEE 11.00
POSTAGE .50
#102000 1777 104 115472
00/01/09

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

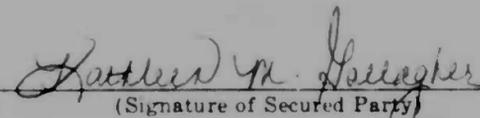
(Products of collateral are also covered)


(Signature of Debtor)

Joseph M. Baker, III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Kathleen M. Gallagher
Type or Print Above Signature on Above Line

1150



BOOK 530 PAGE 244
SUPPLEMENTAL SCHEDULE OF SECURITY

(SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated _____ executed by the undersigned.

| <u>QUANTITY</u> | <u>SERIAL NUMBERS</u> | <u>DESCRIPTION</u> |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------|
| 1 | 4E0340 | Ditch Witch Model 255SX Vibratory Plow with Roto Witch Attachment |
| 2 | 7E0489 7E0490 | Ditch Witch Model S2A Trailers |
| <u>Above mentioned equipment to be located at:</u> Romer Space Center 789 Rt. 3 North Gambrills, MD | | |
| 5 | 4C0214 4D0235 4D0236 4D0430 4E0128 | Ditch Witch Model 255SX Vibratory Plows |
| 2 | 031625 4E0083 | Ditch Witch Model 100SX Vibratory Plows |
| 1 | 7E0129 | Ditch Witch Model S1A Trailer |

American Communication Installations, Ltd.
(Lessee-Debtor)

By: [Signature]

Title: [Signature]

Circle Business Credit, Inc.
(Lessor-Secured Party)

By: [Signature]

Title: _____

00070100001

BOOK 530 PAGE 245

01-210-32613

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~272678~~ ~~2847899~~

RECORDED IN LIBER ~~2004~~ 526 FOLIO ~~0214~~ 378 ON ~~3-24-87~~ 5-6-85 (DATE)

1. DEBTOR

Name Classic Motor Cars, Inc.
Address 1930 West Street Annapolis, MD 21401

2. SECURED PARTY

Name Great Northern Funding Corp.
Address 11500 Rockfield Ct. Cincinnati, OH 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00
POSTAGE .50
#105090 0777 104 115133
08/01/88

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input checked="" type="checkbox"/> XXX</p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> |
| <p>Assigned to: Sanwa Business Credit Corp. 1 S. Wacker Dr. Suite 3800 Chicago, IL 60606</p> | |

Dated _____

David W. Sloan
(Signature of Secured Party)
DAVID W. SLOAN
Great Northern Funding Corp.
Type or Print Above Name on Above Line

1050

**Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code**

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 254799 recorded in Liber 480, Folio 192 on December 4, 1984 (date) AND RECORDED ON MARCH 15, 1988 FILE #084380 IN BOOK 524, PAGE 288, see attached

1. DEBTOR(S):

Name(s): White Dove, Inc. T/A Eden Trading Co.
Address(es): 634 Dunberry Drive
Arnold, MD 21012

2. SECURED PARTY:

Name: State National Bank of Maryland now known as
Dominion Bank of Maryland, National Association
Address: 7220 Wisconsin Ave.
Bethesda, MD 20814

Person and Address to whom Statement is to be returned if different from above.

Dominion Bank of Maryland, National Association
7220 Wisconsin Ave.
Bethesda, MD 20814
Attn. Christal Messett

RECORD FEE 10.00
POSTAGE .50
#106100 0777 04 115:33
08/01/88

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. This Financing Statement Covers the Following types of property:

All Equipment and Fixtures now owned or hereafter acquired by Debtor.
All Accounts, including accounts receivable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open Account, Promissory Note, Chattel Paper, Draft, Trade Acceptance, other Instruments for the payment of money or any other form.
All Inventory including, without limitation, all goods held for sale or lease or being processed for sale or lease in Debtor's business, as now or hereafter conducted including all materials, goods or work in process, finished goods or materials used or consumed in Debtor's business and any good returned for any reason to Debtor for credit.

9. DEBTOR:

White Dove, Inc. T/A Eden
Trading Co.
BY: Kathleen E. Bradley
Kathleen E. Bradley, President

SECURED PARTY:

State National Bank of Maryland now known as
Dominion Bank of Maryland, National Association
BY: Reginald C. Kimble
Reginald C. Kimble, Vice President

10550

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 254799 recorded in Liber 480, Folio 192 on December 4, 1984 (date)

1. DEBTOR(S):

Name(s): White Dove, Inc. T/A Eden Trading Co.
 Address(es): 634 Dunberry Drive
Arnold, MD 21012

2. SECURED PARTY:

Name: State National Bank of Maryland now known as
Dominion Bank of Maryland, National Association
7220 Wisconsin Ave.
Bethesda, MD 20814

Person and Address to whom Statement is to be returned if different from above.

Dominion Bank of Maryland, National Association
7220 Wisconsin Ave.
Bethesda, MD 20814
Attn. Christal Messett

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
 POSTAGE .50
 #084080 0777 R03 110:55
 07/15/88
 AH

8.

9. DEBTOR:

White Dove, Inc. T/A Eden
Trading Co.
 BY: signature not required
Kathleen E. Bradley, President

SECURED PARTY:

State National Bank of Maryland now known as
Dominion Bank of Maryland, National Association
 BY: Christal Messett
~~Reginald C. Kimble, Vice President~~
Christal Messett, Loan Administration
Officer

1050

STATE OF MARYLAND

BOOK 530 PAGE 248

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272532

RECORDED IN LIBER 526 FOLIO 95 ON April 27, 1988 (DATE)

1. DEBTOR

Name Elite Total Skin & Body Care

Address 900 Richie Hwy. Suite 101 Severna Park, MD 21146

2. SECURED PARTY

Name Great Northern Funding Corp.

Address 11500 Rockfield Ct. Cincinnati, OH 45241

RECORD FEE 10.00

POSTAGE .50

#106110 CITY 004 115134

08/01/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>Assigned to: First National Bank of Cincinnati 5th & Walnut Sts. Cincinnati, OH 45202</p> | |

Dated _____

David Sloan

(Signature of Secured Party)
David Sloan, Leasing Manager
Great Northern Funding Corp.

Type or Print Above Name on Above Line

10.50

Anne Arundel County, MD

STATE OF MARYLAND

274019

FINANCING STATEMENT

BOOK 530 PAGE 249
FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ben Oaks Appliance Center, Inc.
545 Baltimore/Annapolis Boulevard
Address Severna Park Village Shopping Center, Severna Park, MD 21146
401 Headquarters Drive, Route 3 North Suites 102-104

2. SECURED PARTY

Name General Electric Credit Corporation
Address P.O. Box 19187, Jacksonville, FL 32245-9187

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

all of the inventory, whether new and used, presently owned or hereafter acquired, wherever located, together with all proceeds of the sale or other disposition thereof, and all equipment, present and future, used or intended for use in conjunction therewith, and all accounts, contract rights, accounts receivable and general intangibles presently existing or hereafter arising, and all chattel paper covering the property above described together with any such property returned to or repossessed by us.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE

11/20/80
68E 93539

Debtor's - Additional location: 403 Bay 6, 401 Headquarters Drive, Millersville, MD 21108

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

NOT SUBJECT TO RECORDATION TAX

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

Ben Oaks Appliance Center, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

General Electric Credit Corporation 3-6855
Type or Print Above Signature on Above Line

Please return to:
Infosearch, Inc.
11 Beacon Street
Boston, MA 02108

11-50

File Number _____ File Date _____
Jurisdiction Anne Arundel County, MD

Attachment

ADDENDUM TO FINANCING STATEMENT

Debtor:

| | | | |
|-------------------------------------|----------------------|---|------------------|
| Value of inventory (\$ 125,000.00) | Total Amount of Debt | | |
| contract rights, and other | Secured | | |
| exempt property | X (\$ 125,000.00) | = | (\$ 125,000.00) |
| <u>Total value of all property</u> | | | EXEMPT FROM |
| covered by financing statement | | | TAX |
| (\$ 125,000.00) | | | |

Secured Party: General Electric Capital Corporation

No advance of funds for equipment is being made at this time.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 Debtor(s) (Last Name First) and address(es) MUNAO, INC., T/A Jumpers 11411 EXXON, AND MUNROE WALTER JAMES, INDU 3101 RITCHIE HIGHWAY PASKENT, MD 2122</p> | <p>2 Secured Party(ies) and address(es) GENESIS LEASING Corp. P.O. Box 163 LANSDALE, PA 19446</p> | <p>3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 14.00 POSTAGE .50 FEBRUARY 07 11 54 AM '88 00/11/88</p> |
| <p>4 This financing statement covers the following type(s) for item(s) of property PER ATTACHED Schedule This financing statement is being recorded for notice purposes only & shall not be deemed to grant the lessee any property interest in the equipment herein described. Not Subject to recordation tax.</p> | | <p>5 Assignee(s) of Secured Party and Address(es) Signet Bank P.O. Box 2373 Baltimore, MD 21203 Attn: T0506</p> |
| <p>This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.</p> | | <p>Filed with:</p> |
| <p>Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented</p> | | |
| <p>Munao, Inc. T/A Jumpers Mail Exxon, & Walter James Signature(s) of Debtor(s) Title</p> | | <p>Genesis Leasing Corporation Signature(s) of Secured Party(ies) Title</p> |

(1) Filing Office Copy-Alphabetical
 STANDARD FORM - FORM UCC-1.
 (For Use in Most States)

BOOK 530 PAGE 252

ATTACHED SCHEDULE

1967 Autocar S/N: ABO03HBO61011, with 270 Cummins diesel engine
10 speed trans., 18,000# FA., 33,000# RA., with Wreckmaster model
750 wrecker.

1979 GMC, 30 series, S/N: TCY335B516954, with V8 gas engine, 10,000# GVW,
4 speed trans., with Holmes 440 wrecker.

1972 Chevrolet c/20, S/N: CKE142B162730, with V8 gas engine, 3 speed
trans., equipped with a Holmes 220 wrecker.

Munao, Inc., T/A
Jumpers Mall Exxon

BY: Walter James Munroe Title

Walter James Munroe

BY: Walter James Munroe

Date: 7/13

BOOK 530 PAGE 253

274021

Handwritten scribbles and numbers

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$ 14,800.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Northward Corporation T/A
Pasadena Rentals & Sales

8004 Jumpers Hole Rd.
Pasadena, Maryland 21122

Secured Party

Address

Farmers National Bank of Maryland

5 Church Circle
Annapolis, Maryland 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

New 1988 OMC Mustang 940 Skid Loader
Serial No. MS2638495

RECORD FEE 12.00

RECORD TAX 105.00

POSTAGE .50

#322000 0345 R01 T09:53

08/02/88

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

NORTHWARD CORPORATION T/A

THE FARMERS NATIONAL BANK OF ANNAPOLIS

PASADENA RENTALS & SALES

By: *[Signature]* Pres.

BY *[Signature]*

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

Handwritten numbers: 12, 10, 11

A-8156

BOOK 530 PAGE 254

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record: Land } Liber 480 Folio 359 File No. 254899
 Financing Statement } Date of Financing Statement 12-11-88

DEBTOR (OR ASSIGNOR)

Name Address
DEMAR ENTERPRISES, INC. 504 Baltimore-Annapolis Blvd.
Severna Park, Maryland 21146

RECORD FEE 10.00
POSTAGE .50
ANNAPOLIS, MD 11-18-88

354 Kimwood Road
Lot 2A Kimberly Wood Village

SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.
Maryland

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL
BANK OF ANNAPOLIS
Maryland

Dated: 7/18, 1988. By Dana J. Howard
Secured Party (or Assignee)

Mail to: The Farmers National Bank of Annapolis
5 Church Circle
Annapolis, Maryland
Maryland

10 10

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$1,200,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: July 23, 1988

FINANCING STATEMENT

| | |
|----------------------------|-------------------------------------------------|
| 1. Debtor: | Address: |
| AMERICAN HOMES CORPORATION | 647 Revell Highway Annapolis, Maryland 21401 |

| | |
|----------------------|--------------------------------------------|
| 2. Secured Party: | Address: |
| SIGNET BANK/MARYLAND | P.O. Box 1077 Baltimore, Maryland 21203 |

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

13.00
.50

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

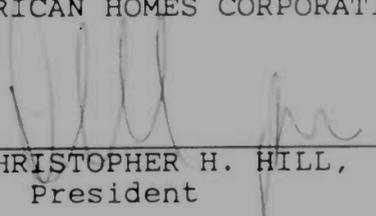
09/02/88

13-58

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Signet Bank/Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

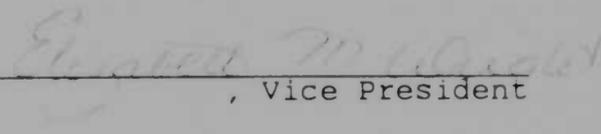
DEBTOR:

AMERICAN HOMES CORPORATION

By 
CHRISTOPHER H. HILL,
President

SECURED PARTY:

SIGNET BANK/MARYLAND

By 
, Vice President

AHOM-#5.198.amp

SCHEDULE A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as Lots 2, 3, 13, 15 and 22 in a subdivision known as "Plat 2 of 2, Shadow Point, a resubdivision of Lot One and residue parcel" as per plat thereof duly recorded among the Land Records of Anne Arundel County in Plat Book 106 pages 27 and 28.

04105-19714

NORTH ARUNDEL TITLE CORPORATION
200 HOSPITAL DRIVE, SUITE 113
GLEN BURNIE, MARYLAND 21061
(301) 768-6813

EA6-5f

274083

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

| | |
|------------------------|-------|
| For Filing Officer Use | |
| File No. | |
| Date & Hour | |

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) *2 years from date of Filing*

| | | | | |
|----------------------------------------------------------|-----|---------------|-------|----------|
| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
| MIRAGE YACHT CORPORATION | 306 | So. State St. | Dover | Delaware |

| | | | | |
|------------------------------------------------------|--------|---------|-------------------|-------|
| ANDREW, B. MCMASTER ANDREW B. MCMASTER | 22 1/2 | LEE ST. | MARBLEHEAD, MASS. | 01945 |
| Name of Secured Party or assignee | No. | Street | City | State |

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

(see attached exhibit A)

RECORD FEE 14.00
POSTAGE .50
#357589 0340 803 113109
08/02/88

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Mirage Yacht Corporation

by

Andrew B. McMaster

(Type or print name under signature)

Andrew B. McMaster *seal*
Mirage Yacht Corporation (Seal)
(Corporate, Trade or Firm Name)

by

Signature of Secured Party or Assignee

Andrew B. McMaster *secretary*

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

14.00
.50

(EXHIBIT A)

| DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-1270 (REV. 5-82) | | CERTIFICATE OF DOCUMENTATION | | OMB APPROVED 2115-0110 | |
|------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------|--|
| 1. VESSEL NAME MIRAGE | | 14. PROPULSION Yes | | 15. HULL MATERIAL Wood | |
| 2. OFFICIAL NUMBER 504547 | | 3. TONNAGE GROSS 81 NET 62 L. B. D. L-62.7'; B-17.6'; D-7.7' | | 16. TRADE ENDORSEMENTS, DO NOT INSERT ANY TRADES FROM WHICH VESSEL IS RESTRICTED. SEE BLOCK 8. | |
| 4. HOME PORT Philadelphia, PA | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: COASTWISE PLEASURE | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: | |
| 5. BUILD: PLACE(S) YEAR Miami, FL 1966 | | DATE 1 November 1984 SIGNATURE <i>[Signature]</i> | | DATE SIGNATURE | |
| 6. OWNER Mirage Yacht Corporation - 100% (Delaware Corporation) | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: | |
| 7. OWNER'S ADDRESS 306 South State Street Dover, DE 19901 | | DATE SIGNATURE | | DATE SIGNATURE | |
| 8. RESTRICTIONS None | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: | |
| 9. ENTITLEMENTS None | | DATE SIGNATURE | | DATE SIGNATURE | |
| 10. PORT OF ISSUANCE Philadelphia, PA | | 11. DATE OF ISSUANCE 1 November 1984 | | DATE SIGNATURE | |
| 12. SIGNATURE & SEAL <i>[Signature]</i> MARY LYNN PRINGLE Documentation Officer | | CG-1280A (REV. 6-84) EXPIRES LAST DAY OF OCT 1988 504547 | | DATE SIGNATURE | |
| *INDICATES CHANGE IN ITEM. NATURE OF CHANGE INDICATED BY NUMBER IN REVERSE OF DOCUMENT. | | | | | |
| PREFERRED MORTGAGE ENDORSEMENTS | | | | | |
| MORTGAGE ENDORSEMENT | | MORTGAGE AMENDMENTS | | | |
| INSTRUMENT PM 851, INST. 36 | | INSTRUMENT PM _____, INST. _____ | | 1. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE | |
| MORTGAGOR Mirage Yacht Corporation | | MORTGAGOR | | DATE AND TIME OF ENDORSEMENT | |
| MORTGAGEE Rhode Island Hospital Trust National Bank | | MORTGAGEE | | SIGNATURE AND SEAL | |
| AMOUNT \$150,000+int | | AMOUNT | | PORT | |
| MATURITY DATE 13 JAN 99 | | MATURITY DATE | | 2. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE | |
| DATE AND TIME OF ENDORSEMENT 14 JAN 1985 4:10pm | | DATE AND TIME OF ENDORSEMENT | | DATE AND TIME OF ENDORSEMENT | |
| SEPARATE DISCHARGE (IF ANY) - | | SEPARATE DISCHARGE (IF ANY) | | SIGNATURE AND SEAL | |
| SIGNATURE AND SEAL <i>[Signature]</i> H. SCHIRMER | | SIGNATURE AND SEAL | | PORT | |
| PORT PHILADELPHIA, PA | | PORT | | 3. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE | |
| SATISFACTION SATISFIED BY PM _____ INST. _____, FILED AT _____ | | SATISFACTION SATISFIED BY PM _____ INST. _____, FILED AT _____ | | DATE AND TIME OF ENDORSEMENT | |
| DATE OF ENTRY | | DATE OF ENTRY | | SIGNATURE AND SEAL | |
| SIGNATURE & SEAL | | SIGNATURE & SEAL | | PORT | |
| PORT | | PORT | | | |

RECORD OF SURRENDERS OF CERTIFICATE OF DOCUMENTATION
(ON FACE OF DOCUMENT INSERT ASTERISK NEXT TO ITEM BEING CHANGED)

| | |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| CHANGE 1 DATE NATURE PORT SIGNATURE | CHANGE 4 DATE NATURE PORT SIGNATURE |
| CHANGE 2 DATE NATURE PORT SIGNATURE | CHANGE 5 DATE NATURE PORT SIGNATURE |
| CHANGE 3 DATE NATURE PORT SIGNATURE | CHANGE 6 DATE NATURE PORT SIGNATURE |
| <input type="checkbox"/> REPLACED <input type="checkbox"/> DELETED <input type="checkbox"/> CANCELLED REASON: | DATE: |
| PORT SIGNATURE | PORT SIGNATURE |

PREFERRED MORTGAGE ENDORSEMENTS

| MORTGAGE ENDORSEMENT | | MORTGAGE AMENDMENTS |
|----------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------|
| INSTRUMENT PM _____, INST. _____ MORTGAGOR | INSTRUMENT PM _____, INST. _____ MORTGAGOR | 1. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE |
| | | DATE AND TIME OF ENDORSEMENT |
| MORTGAGEE | MORTGAGEE | SIGNATURE AND SEAL |
| AMOUNT | AMOUNT | PORT |
| MATURITY DATE | MATURITY DATE | 2. INSTRUMENT AMENDED |
| DATE AND TIME OF ENDORSEMENT | DATE AND TIME OF ENDORSEMENT | PM _____, INST. _____ CHANGE |
| SEPARATE DISCHARGE (IF ANY) | SEPARATE DISCHARGE (IF ANY) | DATE AND TIME OF ENDORSEMENT |
| SIGNATURE AND SEAL | SIGNATURE AND SEAL | SIGNATURE AND SEAL |
| PORT | PORT | PORT |
| Satisfaction SATISFIED BY PM _____ INST. _____, FILED AT _____ | Satisfaction SATISFIED BY PM _____ INST. _____, FILED AT _____ | 3. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE |
| DATE OF ENTRY | DATE OF ENTRY | DATE AND TIME OF ENDORSEMENT |
| SIGNATURE & SEAL | SIGNATURE & SEAL | SIGNATURE AND SEAL |
| | | PORT |

274084

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

| | |
|------------------------|--|
| For Filing Officer Use | |
| File No. | |
| Date & Hour | |

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) *2 years from date of Filing*

| | | | | |
|----------------------------------------------------------|------------|----------------------|--------------|-----------------|
| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
| <i>MIRAGE COMPANY, L.P. MIRAGE YACHT CORPORATION</i> | <i>306</i> | <i>So. State St.</i> | <i>Dover</i> | <i>Delaware</i> |
| <i>306 So. State St.</i> | | | | |

| | | | | |
|-----------------------------------|---------------|----------------|--------------------|--------------------|
| Name of Secured Party or assignee | No. | Street | City | State |
| <i>ANDREW B. MCMASTER</i> | <i>22 1/2</i> | <i>LGE ST.</i> | <i>MARBLEHEAD,</i> | <i>MASS. 01945</i> |
| <i>Dover, Delaware</i> | | | | |

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

(see attached Exhibit A)

RECORD FEE 14.00
POSTAGE .50
#157590 0040 R03 713410
06/02/88

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Mirage Co, L.P
by _____

Andrew B. McMaster (Seal)
(Corporate, Trade or Firm Name)

Andrew B. McMaster
(Type or print name under signature)
(Secretary General Partner)

by _____
Signature of Secured Party or Assignee
Partner
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

*14.00
.50*

(EXHIBIT A)

| | | | | | |
|------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------|--|
| DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-1270 (REV. 5-82) | | CERTIFICATE OF DOCUMENTATION | | OMB APPROVED 2115-0110 | |
| 1. VESSEL NAME MIRAGE | | 14. PROPULSION Yes | | 15. HULL MATERIAL Wood | |
| 2. OFFICIAL NUMBER 504547 | | 3. TONNAGE GROSS 81 NET 62 L. B. C. L-62.7'; B-17.6'; D-7.7' | | 16. TRADE ENDORSEMENTS. DO NOT INSERT ANY TRADES FROM WHICH VESSEL IS RESTRICTED. SEE BLOCK 8. | |
| 4. HOME PORT Philadelphia, PA | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: COASTWISE PLEASURE | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: | |
| 5. BUILD: PLACE(S) Miami, FL | | YEAR 1966 | | DATE 1 November 1984 SIGNATURE <i>Mary Lynn Pringle</i> | |
| 6. OWNER Mirage Yacht Corporation - 100% (Delaware Corporation) | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: | | DATE SIGNATURE | |
| 7. OWNER'S ADDRESS 306 South State Street Dover, DE 19901 | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: | | DATE SIGNATURE | |
| 8. RESTRICTIONS None | | DATE SIGNATURE | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: | |
| 9. ENTITLEMENTS None | | DATE SIGNATURE | | THIS VESSEL IS PRESENTLY DOCUMENTED FOR: | |
| 10. PORT OF ISSUANCE Philadelphia, PA | | 11. DATE OF ISSUANCE 1 November 1984 | | DATE SIGNATURE | |
| 12. SIGNATURE & SEAL <i>Mary Lynn Pringle</i> MARY LYNN PRINGLE Documentation Officer | | CG-1280A (REV. 6-84) EXPIRES LAST DAY OF OCT 1988 504547 | | DATE SIGNATURE | |

*INDICATES CHANGE IN ITEM, NATURE OR

REVERSE OF DOCUMENT.

PREFERRED MORTGAGE ENDORSEMENTS

| MORTGAGE ENDORSEMENT | | MORTGAGE AMENDMENTS | |
|----------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------|--|
| INSTRUMENT PM 851, INST. 36 | INSTRUMENT PM _____, INST. _____ | 1. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE | |
| MORTGAGOR Mirage Yacht Corporation | MORTGAGOR | DATE AND TIME OF ENDORSEMENT | |
| MORTGAGEE Rhode Island Hospital Trust National Bank | MORTGAGEE | SIGNATURE AND SEAL | |
| AMOUNT \$150,000+int | AMOUNT | PORT | |
| MATURITY DATE 13 JAN 99 | MATURITY DATE | 2. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE | |
| DATE AND TIME OF ENDORSEMENT 14 JAN 1985 4:10pm | DATE AND TIME OF ENDORSEMENT | DATE AND TIME OF ENDORSEMENT | |
| SEPARATE DISCHARGE (IF ANY) - | SEPARATE DISCHARGE (IF ANY) | SIGNATURE AND SEAL | |
| SIGNATURE AND SEAL <i>H. Schirmer</i> H. SCHIRMER | SIGNATURE AND SEAL | PORT | |
| PORT PHILADELPHIA, PA | PORT | 3. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE | |
| SATISFACTION SATISFIED BY PM _____ INST. _____, FILED AT _____ | SATISFACTION SATISFIED BY PM _____ INST. _____, FILED AT _____ | DATE AND TIME OF ENDORSEMENT | |
| DATE OF ENTRY | DATE OF ENTRY | SIGNATURE AND SEAL | |
| SIGNATURE & SEAL PORT | SIGNATURE & SEAL PORT | PORT | |

RECORD OF SURRENDERS OF CERTIFICATE OF DOCUMENTATION

(ON FACE OF DOCUMENT INSERT ASTERISK NEXT TO ITEM BEING CHANGED)

| | |
|----------------------------------------------------------------------------------------------------------------------|------------------------------|
| CHANGE 1 DATE NATURE | CHANGE 4 DATE NATURE |
| PORT SIGNATURE | PORT SIGNATURE |
| CHANGE 2 DATE NATURE | CHANGE 5 DATE NATURE |
| PORT SIGNATURE | PORT SIGNATURE |
| CHANGE 3 DATE NATURE | CHANGE 6 DATE NATURE |
| PORT SIGNATURE | PORT SIGNATURE |
| <input type="checkbox"/> REPLACED <input type="checkbox"/> DELETED <input type="checkbox"/> CANCELLED REASON: | DATE: |
| PORT SIGNATURE | PORT SIGNATURE |

PREFERRED MORTGAGE ENDORSEMENTS

| MORTGAGE ENDORSEMENT | | MORTGAGE AMENDMENTS |
|----------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------|
| INSTRUMENT PM _____, INST. _____ MORTGAGOR | INSTRUMENT PM _____, INST. _____ MORTGAGOR | 1. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE |
| MORTGAGEE | MORTGAGEE | DATE AND TIME OF ENDORSEMENT |
| AMOUNT | AMOUNT | SIGNATURE AND SEAL |
| MATURITY DATE | MATURITY DATE | PORT |
| DATE AND TIME OF ENDORSEMENT | DATE AND TIME OF ENDORSEMENT | 2. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE |
| SEPARATE DISCHARGE (IF ANY) | SEPARATE DISCHARGE (IF ANY) | DATE AND TIME OF ENDORSEMENT |
| SIGNATURE AND SEAL | SIGNATURE AND SEAL | SIGNATURE AND SEAL |
| PORT | PORT | PORT |
| SATISFACTION SATISFIED BY PM _____ INST. _____, FILED AT _____ | SATISFACTION SATISFIED BY PM _____ INST. _____, FILED AT _____ | 3. INSTRUMENT AMENDED PM _____, INST. _____ CHANGE |
| DATE OF ENTRY | DATE OF ENTRY | DATE AND TIME OF ENDORSEMENT |
| SIGNATURE & SEAL PORT | SIGNATURE & SEAL PORT | SIGNATURE AND SEAL |
| PORT | PORT | PORT |

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

George M. King Contractors, Inc.

1790 Severn Chapel Rd.
Millersville, Md. 21108

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts, equipment, and general intangibles now owned or hereafter acquired and all proceeds of such accounts, equipment and general intangibles.

- 2. The collateral property is affixed or to be affixed to or is or is to be following real estate:

RECORD FEE 11.00

POSTAGE .50

#324330 0345 R01 T15:00

08/02/88

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

George M. King Contractors, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Robert F. Watson*
Robert F. Watson, President

BY: *Twaun D. Oakes*
Twaun D. Oakes

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Pike Ridge Leasing

3481 Pike Ridge Road
Edgewater, MD 21037

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All equipment now owned or hereafter acquired by the Borrower and all proceeds, (cash & non-cash) of such equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00

POSTAGE .50

#324940 0345 R01 T15:00

08/02/88

3. Proceeds } of the collateral are also specifically covered.
- Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Pike Ridge Leasing

FARMERS NATIONAL
BANK OF MARYLAND

BY

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Chesapeake Body & Frame, Inc.

350 Mountain Road
Pasadena, MD 21122

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts receivable, equipment and leasehold improvements now owned or hereafter acquired by Borrower and all proceeds (cash & non-cash) of such accounts receivable, equipment and leasehold improvements.

- 2. The collateral property is affixed or to be affixed to or is or is to be following real estate:

crops on the RECORD FEE 11.00

POSTAGE .50

#324850 0345 P01 T15:01

08/02/88

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Chesapeake Body & Frame, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY:

Richard Martin Pres
RICHARD MARTIN

BY

Mary Jo Hardy
Mary Jo Hardy

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SPRING LAKE BUILDERS, INC.

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By

*R. G. Grubbs, Executive
officer for Spring
Lake Builders, Inc.*

By

Charles Holman
Executive Vice-President

SLBFS661.169 H1

SCHEDULE A

DESCRIPTION OF PROPERTY

BEGINNING FOR THE FIRST and being known and designated as Lot No. 3 as shown on the Plat entitled "South River Spring Lakes, Section VI - Plat One," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 36.

BEGINNING FOR THE SECOND and being known and designated as Lot No. 4 as shown on the Plat entitled "South River Spring Lakes, Section VI - Plat One," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 36.

BEGINNING FOR THE THIRD and being known and designated as Lot No. 5 as shown on the Plat entitled "South River Spring Lakes, Section VI - Plat One," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 36.

BEGINNING FOR THE FOURTH and being known and designated as Lot No. 7 as shown on the Plat entitled "South River Spring Lakes, Section VI - Plat One," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 36.

BEGINNING FOR THE FIFTH and being known and designated as Lot No. 17 as shown on the Plat entitled "South River Spring Lakes, Section VI - Plat Two," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 37.

BEGINNING FOR THE SIXTH and being known and designated as Lot No. 7 as shown on the Plat entitled "South River Spring Lakes, Section IV," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 33.

BEGINNING FOR THE SEVENTH and being known and designated as Lot No. 9 as shown on the Plat entitled "South River Spring Lakes, Section V - Plat Two," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 35.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 7-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name VAUGHNITA H WHITE
Address 2001 BAY RIDGE AVE, ANNAPOLIS, MD 21403

2. SECURED PARTY

Name TIDEWATER TRACTOR, INC. RECORD FEE 11.00
P.O. BOX 216 POSTAGE .50
Address WYE MILLS, MD 21679 #184910 0777 R04 115157
301-820-2111 08/02/00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

BERTHOOD G260 SPRAYER
S/N 880403

Name and address of Assignee
Agricredit Acceptance Corporation
P.O. Box 10357
Des Moines, Iowa 50306-0357

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

HOME AND ARUNDEL
BAW H & B
40-19057

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X Vaughnita White
(Signature of Debtor)

VAUGHNITA H WHITE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lawrie G. Dudley
(Signature of Secured Party)

LAWRIE G. DUDLEY
Type or Print Above Signature on Above Line

11/30

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE

To Be Recorded In The Chattel Records of Anne Arundel County, Maryland And Among The Financing Statement Records Of The Department of Assessment And Taxation, Baltimore, Maryland.

FINANCING STATEMENT

- 1. Debtor: Citadel Land, Inc.
956 Chandler Court
Waldorf, Maryland 20601
- 2. Secured Party: PacifiCorp Credit, Inc.
111 S.W. Fifth Avenue
Suite 2800, P. O. Box 1531
Portland, Oregon 97204
- 3. Real Estate: The Fixtures described in Item 5 below are affixed or to be affixed to the following real estate:

See Attached Schedule A
- 4. Date: August 1, 1988
- 5. The Debtor grants to the Secured Party a security interest in, and this Financing Statement covers:

See Attached Schedule B.

| | |
|------------|-------|
| RECORD FEE | 65.00 |
| POSTAGE | .50 |

The proceeds and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

CITADEL LAND, INC.
a Maryland corporation

#325800 0055 R01 117*16

08/02/88

By: _____
 Name: _____
 Title: _____

Handwritten signature/initials



TO FILING OFFICER: After this Statement has been recorded,
please return to:

Mark C. Dorigan, Esquire
McGUIRE, WOODS, BATTLE & BOOTHE
8280 Greensboro Drive
Suite 900, Tysons Corner
P. O. Box 9346
McLean, Virginia 22102

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to-wit:

I, _____, a Notary Public for the aforesaid
jurisdiction, do certify that _____
_____, a Maryland corporation, whose name is
signed to the foregoing instrument dated _____ has
acknowledged to me that he executed said instrument as the act
and deed of the corporation.

Given under my hand and official seal this ___ day of
_____, 1988.

Notary Public

My Commission expires: _____

SXM2006.FS

SCHEDULE B

Wherever located, whether now owned or hereafter acquired, together with all replacements therefor and proceeds (including, without limitation, insurance proceeds) thereof:

All of the Borrower's Accounts, Chattel Paper, Contracts, Contract Rights, Documents, Equipment, Fixtures, General Intangibles, Instruments and Inventory, including, without limitation those items listed on Schedule B-1 attached hereto and made a part hereof;

All records pertaining to the above.

SCHEDULE B-1

| <u>ASSET</u> | <u>DATE ACQUIRED</u> | <u>COST</u> | <u>LOCATION</u> |
|----------------------------------|----------------------|-------------|-----------------|
| IBM-PC-XT | 09/01/86 | 7,187.00 | 1 |
| XEROX 26E-212865 (TYPEWRITER) | 08/01/86 | 3,897.00 | 1 |
| ALLIED 38265 (TRAILER) | 12/01/75 | 4,050.00 | 1 |
| ZENITH COMPUTER | 01/01/83 | 4,879.42 | 1 |
| ZENITH COMPUTER | 07/01/83 | 8,244.94 | 1 |
| IBM COMPUTER | 11/01/84 | 9,380.00 | 2 |
| COMPUTER/ARCHITECTURE | 06/01/85 | 13,939.83 | 1 |
| IBM COMPUTER | 06/01/85 | 7,596.00 | 1 |
| IBM PC-XT | 09/01/86 | 7,187.00 | 1 |
| IBM PC/AT COMPUTER | 03/01/87 | 10,350.00 | 1 |
| COPIER SAVIN | 03/01/78 | 9,179.83 | 1 |
| SHARP COPIER | 03/01/83 | 7,476.00 | 1 |
| IBM TYPEWRITER | 08/10/80 | 2,300.00 | 1 |
| ROYAL TYPEWRITER | 11/01/83 | 2,395.00 | 1 |
| COPIER | 11/01/83 | 5,390.00 | 2 |
| ROYAL TYPEWRITER | 01/01/86 | 3,156.00 | 1 |
| PRINT MACHINE | 05/01/86 | 3,655.00 | 1 |
| XEROX 1040 COPIER | 11/19/86 | 7,144.30 | 2 |
| COPIER | 08/12/86 | 5,464.00 | 1 |

LOCATION CODES:

- (1) Corporate Office - Waldorf, Maryland
- (2) Northern Office - Millersville, Maryland

ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E

July 29, 1988

SEVERNA PARK, MARYLAND 21146-2996

**DESCRIPTION OF SECTION EIGHT
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND**TELEPHONE
544 0234
544 0279

Beginning for the same at a point along the South right of way line of existing Severn Ridge Road; said point of beginning marking the North most corner of "Section Eight, Plat 20, The Provinces," prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence leaving said point of beginning so fixed and running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 20,

- 1) South 64 degrees 37 minutes 23 seconds East 410.40 feet,
- 2) South 61 degrees 30 minutes 23 seconds East 469.47 feet, and
- 3) South 60 degrees 29 minutes 00 seconds East 292.85 feet; thence running with and binding along a portion of the boundary of said Plat 20,
- 4) South 29 degrees 45 minutes 00 seconds West 445.85 feet, and
- 5) South 48 degrees 45 minutes 05 seconds West 76.10 feet to a point designated as control point number 5 on "Section Eight, Plat 22, The Provinces," as prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 22,
- 6) Southeasterly 69.78 feet along the arc of a curve deflecting to the right having a radius of 1,542.44 feet and a chord of South 39 degrees 57 minutes 01 second East 69.77 feet,
- 7) South 84 degrees 46 minutes 35 seconds East 36.04 feet,
- 8) Northeasterly 70.08 feet along the arc of a curve deflecting to the left having a radius of 775 feet and a chord of North 46 degrees 30 minutes 47 seconds East 70.06 feet,
- 9) South 15 degrees 54 minutes 19 seconds East 57.25 feet,

DESCRIPTION OF SECTION EIGHT
THE PROVINCES
July 29, 1988

300 530 276

- 10) Southwesterly 50.22 feet along the arc of a curve deflecting to the right having a radius of 825 feet and a chord of South 47 degrees 39 minutes 58 seconds West 50.22 feet,
- 11) South 05 degrees 34 minutes 08 seconds West 34.63 feet,
- 12) South 38 degrees 16 minutes 20 seconds East 31.54 feet to a point of curvature,
- 13) Southeasterly 142.62 feet along the arc of a curve deflecting to the left having a radius of 385.58 feet and a chord of South 48 degrees 52 minutes 10 seconds East 141.82 feet to a point of tangency,
- 14) South 59 degrees 28 minutes 00 seconds East 26.71 feet,
- 15) North 76 degrees 26 minutes 02 seconds East 34.80 feet,
- 16) North 32 degrees 19 minutes 58 seconds East 63.81 feet,
- 17) South 70 degrees 48 minutes 26 seconds East 61.61 feet,
- 18) South 32 degrees 19 minutes 58 seconds West 75.00 feet,
- 19) South 12 degrees 34 minutes 05 seconds East 35.29 feet,
- 20) South 32 degrees 09 minutes 20 seconds West 60.00 feet,
- 21) South 77 degrees 26 minutes 05 seconds West 35.42 feet, and
- 22) South 32 degrees 19 minutes 58 seconds West 80.72 feet to a point designated as control point number 11 on "Section Eight, Plat 23, The Provincines ," as prepared by Kidde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 23,
- 23) South 57 degrees 40 minutes 02 seconds East 90.00 feet,
- 24) South 32 degrees 19 minutes 58 seconds West 250.90 feet,
- 25) South 52 degrees 19 minutes 25 seconds West 101.40 feet,
- 26) South 20 degrees 39 minutes 47 seconds West 58.98 feet,
- 27) South 53 degrees 04 minutes 14 seconds West 224.94 feet,

DESCRIPTION OF SECTION EIGHT
THE PROVINCES
July 29, 1988

BOOK 530 PAGE 277

- 28) South 29 degrees 49 minutes 20 seconds East 39.86 feet,
- 29) South 09 degrees 45 minutes 32 seconds West 267.93 feet,
- 30) South 47 degrees 36 minutes 09 seconds West 232.61 feet,
- 31) North 42 degrees 23 minutes 52 seconds West 304.40 feet,
- 32) North 47 degrees 36 minutes 08 seconds East 224.52 feet,
- 33) South 83 degrees 46 minutes 03 minutes West 321.45 feet, and
- 34) North 42 degrees 23 minutes 49 seconds West 227.00 feet to a point designated as control point number 69 on "Section Eight, Plat 21, The Provinces," as prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 21,
- 35) North 53 degrees 41 minutes 06 seconds West 225.96 feet,
- 36) North 72 degrees 16 minutes 49 seconds East 88.94 feet,
- 37) North 30 degrees 06 minutes 48 seconds East 109.69 feet,
- 38) North 11 degrees 25 minutes 00 seconds West 219.10 feet,
- 39) North 23 degrees 07 minutes 55 seconds West 123.42 feet,
- 40) North 20 degrees 28 minutes 04 seconds West 264.54 feet,
- 41) North 39 degrees 57 minutes 56 seconds West 237.32 feet,
- 42) North 55 degrees 43 minutes 28 seconds West 89.13 feet,
- 43) North 26 degrees 40 minutes 56 seconds East 218.64 feet,
- 44) North 67 degrees 48 minutes 18 seconds West 110.00 feet,
- 45) Northeasterly 20.00 feet along the arc of a curve deflecting to the left having a radius of 830.00 feet and a chord of North 21 degrees 30 minutes 17 seconds East 20.00 feet,
- 46) South 69 degrees 11 minutes 08 seconds East 110.00 feet,
- 47) North 16 degrees 19 minutes 39 seconds East 147.08 feet,

DESCRIPTION OF SECTION EIGHT
THE PROVINCES
July 29, 1988

BOOK 530 PAGE 278

- 48) South 70 degrees 42 minutes 52 seconds East 186.81 feet,
- 49) South 65 degrees 17 minutes 28 seconds East 180.44 feet,
- 50) South 60 degrees 55 minutes 07 seconds East 180.44 feet,
- 51) South 56 degrees 32 minutes 45 seconds East 180.44 feet,
- 52) South 52 degrees 10 minutes 24 seconds East 239.44 feet to a point designated as control point 37 on the aforesaid Plat 20; thence running with and binding along a part of the boundary as shown on said Plat 20,
- 53) North 41 degrees 26 minutes 22 seconds East 102.02 feet,
- 54) North 53 degrees 25 minutes 19 seconds East 61.30 feet,
- 55) North 41 degrees 43 minutes 40 seconds East 107.45 feet,
- 56) North 38 degrees 11 minutes 38 seconds West 127.16 feet,
- 57) North 59 degrees 17 minutes 30 seconds West 257.76 feet,
- 58) North 65 degrees 45 minutes 21 seconds West 50.32 feet,
- 59) North 59 degrees 11 minutes 45 seconds West 143.97 feet,
- 60) North 62 degrees 49 minutes 47 seconds West 322.64 feet,
- 61) North 05 degrees 53 minutes 43 seconds East 125.69 feet, and
- 62) North 26 degrees 17 minutes 47 seconds East 161.51 feet to the point of beginning.

Containing in all 44.17 acres of land, more or less.

Being all that land shown and designated as "Section Eight, Plats 20 through 23, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

SCHEDULE A MD - 11 B

ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E

SEVERNA PARK, MARYLAND 21146-2996

BOOK 530 PAGE 279

July 28, 1988

DESCRIPTION OF SECTION NINE
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point along the South right of way line of existing Severn Ridge Road, said point of beginning marking the North most corner of "Section Nine, Plat 24, The Provinces," prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, MD; thence leaving said point of beginning so fixed and running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 24,

- 1) South 60 degrees 29 minutes 00 seconds East 572.64 feet to a point marking the North most corner of "Section Nine, Plat 25, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 25,
- 2) South 60 degrees 29 minutes 00 seconds East 35.13 feet; thence leaving said road and running with and binding along the North boundary of said Plat 25,
- 3) South 60 degrees 29 minutes 00 seconds East 205.83 feet,
- 4) South 08 degrees 41 minutes 42 seconds West 181.63 feet,
- 5) South 75 degrees 40 minutes 27 seconds East 344.50 feet, and
- 6) South 31 degrees 56 minutes 04 seconds East 101.43 feet to a point along the West right of way line of existing Disney Road; thence running with and binding along the West right of way line of Disney Road as shown on said Plat 25,
- 7) South 20 degrees 16 minutes 47 seconds West 692.36 feet, and
- 8) South 63 degrees 46 minutes 47 seconds West 99.03 feet to a point marking the East most corner of "Section Nine, Plat 26, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North right of way line of Disney Raod as shown on said Plat 26,

DESCRIPTION OF SECTION NINE
THE PROVINCES
July 28, 1988

BOOK 530 PAGE 280

- 9) South 63 degrees 46 minutes 47 seconds West 220.51 feet, and
- 10) South 49 degrees 31 minutes 47 seconds West 257.18 feet to a point marking the East most corner of "Section Nine, Plat 27, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North right of way line of Disney Road as shown on said Plat 27,
- 11) South 49 degrees 31 minutes 47 seconds West 421.56 feet; thence running with and binding along a portion of the boundary of said Plat 27,
- 12) South 87 degrees 31 minutes 04 seconds West 763.13 feet,
- 13) North 47 degrees 08 minutes 38 seconds West 718.77 feet,
- 14) North 47 degrees 30 minutes 07 seconds West 70.21 feet
- 15) North 09 degrees 52 minutes 55 seconds East 274.99 feet,
- 16) South 53 degrees 41 minutes 06 seconds East 225.96 feet,
- 17) South 42 degrees 23 minutes 49 seconds East 227.00 feet,
- 18) North 83 degrees 46 minutes 03 seconds East 321.45 feet,
- 19) South 47 degrees 36 minutes 08 seconds West 224.52 feet,
- 20) South 42 degrees 23 minutes 52 seconds East 304.40 feet,
- 21) North 47 degrees 36 minutes 08 seconds East 232.61 feet,
- 22) North 09 degrees 45 minutes 32 seconds East 267.94 feet,
- 23) North 29 degrees 49 minutes 20 seconds West 39.86 feet,
- 24) North 53 degrees 04 minutes 14 seconds East 224.94 feet,
- 25) North 20 degrees 39 minutes 47 seconds East 58.98 feet, and
- 26) North 52 degrees 19 minutes 25 seconds East 101.40 feet to a point designated as control point number 35 on the afore-said Plat 26; thence running with and binding along a portion of the West boundary of said Plat 26,

DESCRIPTION OF SECTION NINE
THE PROVINCES
July 28, 1988

BOOK 530 PAGE 281

- 27) North 32 degrees 19 minutes 58 seconds East 250.91 feet,
- 28) North 57 degrees 40 minutes 02 seconds West 90.00 feet,
- 29) North 32 degrees 19 minutes 58 seconds East 80.77 feet,
- 30) North 77 degrees 26 minutes 03 seconds East 35.42 feet, and
- 31) North 32 degrees 09 minutes 20 seconds East 60.00 feet to a point designated as Control Point Number 32 on the aforesaid Plat 24; thence running with and binding along a portion of the boundary of said Plat 24,
- 32) North 12 degrees 34 minutes 05 seconds West 35.29 feet,
- 33) North 32 degrees 19 minutes 50 seconds East 75.00 feet,
- 34) North 70 degrees 48 minutes 26 seconds West 61.61 feet,
- 35) South 32 degrees 19 minutes 50 seconds West 63.81 feet, and
- 36) South 76 degrees 26 minutes 02 seconds West 34.80 feet,
- 37) North 59 degrees 28 minutes 00 seconds West 26.71 feet to a point of curvature,
- 38) Northwesterly 142.62 feet along the arc of a curve deflecting to the right having a radius of 385.58 feet and a chord of North 48 degrees 52 minutes 10 seconds West 141.82 feet to a point of tangency,
- 39) North 38 degrees 16 minutes 20 seconds West 31.54 feet,
- 40) North 05 degrees 34 minutes 08 seconds East 34.63 feet,
- 41) Northeasterly 50.22 feet along the arc of a curve deflecting to the left having a radius of 825 feet and a chord of North 47 degrees 39 minutes 52 seconds East 50.21 feet,
- 42) North 15 degrees 54 minutes 19 seconds West 57.25 feet,
- 43) Southwesterly 70.08 feet along the arc of a curve deflecting to the right having a radius of 775 feet and a chord of South 46 degrees 30 minutes 47 seconds West 70.06 feet,

DESCRIPTION OF SECTION NINE
THE PROVINCES
July 28, 1988

BOOK 530 PAGE 282

- 44) North 84 degrees 46 minutes 35 seconds West 36.04 feet,
- 45) Northwesterly 69.78 feet along the arc of a curve deflecting to the left having a radius of 1,542.44 feet and a chord of North 39 degrees 57 minutes 01 second West 69.77 feet,
- 46) North 48 degrees 45 minutes 05 seconds East 76.10 feet, and
- 47) North 29 degrees 45 minutes 00 seconds East 445.85 feet to the point of beginning.

Containing in all 44.425 acres of land, more or less.

Being all that land shown and designated as "Section Nine, Plat 24 through 27, The Provinces," prepared by Kiddo Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

SCHEDULE A MD - 11 C

ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E

SEVERNA PARK, MARYLAND 21146-2996

BOOK 530 PAGE 283

July 29, 1988

DESCRIPTION OF SECTION TEN
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point along the East right of way of Citadel Drive, said point marking the North most corner of Section Ten, The Provinces," as prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North boundary of said plat,

- 1) South 79 degrees 42 minutes 02 seconds East 69.74 feet,
- 2) South 27 degrees 10 minutes 15 seconds East 203.28 feet, and
- 3) North 78 degrees 59 minutes 02 seconds East 124.79 feet; thence running with and binding along the West right of way of Montreal Road as shown on said plat,
- 4) South 11 degrees 00 minutes 58 seconds East 372.41 feet to a point of curvature, and
- 5) Southeasterly 120.93 feet along the arc of a curve deflecting to the left having a radius of 410.00 feet and a chord of South 19 degrees 27 minutes 54 seconds East 120.49 feet; thence running with and binding along the South boundary of the aforesaid plat,
- 6) South 62 degrees 05 minutes 06 seconds West 103.91 feet,
- 7) South 28 degrees 28 minutes 16 seconds East 12.89 feet,
- 8) South 45 degrees 36 minutes 09 seconds West 148.80 feet,
- 9) South 89 degrees 18 minutes 06 seconds West 208.34 feet; thence running with and binding along the East right of way of said Citadel Drive as shown on the aforementioned plat,
- 10) North 00 degrees 41 minutes 54 seconds West 659.34 feet to a point of curvature, and

DESCRIPTION OF SECTION TEN
THE PROVINCES
July 28, 1988

BOOK 530 PAGE 281

- 11) Northerly 156.73 feet along the arc of a curve deflecting to the right having a radius of 816.50 feet and a chord of North 04 degrees 49 minutes 13 seconds East 156.49 feet to the point of beginning.

Containing in all 5.275 acres of land, more or less.

Being all that land shown and designated as "Section Ten, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

SCHEDULE A MD - 11 D
ANAREX, INC.

DEVELOPMENT SERVICES
ENGINEERS - SURVEYORS
EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E
SEVERNA PARK, MARYLAND 21146-2996

BOOK 530 PAGE 285

July 28, 1988

DESCRIPTION OF SECTION ELEVEN
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point marking the North most corner of Section Eleven, The Provinces as shown on a plat dated August 1986 prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County; thence leaving said point of beginning so fixed and running with and binding along the boundary of the aforesaid Section Eleven as shown on said plat,

- 1) South 46 degrees 20 minutes 33 seconds East 117.99 feet,
- 2) South 65 degrees 50 minutes 49 seconds East 167.15 feet,
- 3) North 88 degrees 34 minutes 17 seconds East 288.12 feet,
- 4) South 24 degrees 38 minutes 37 seconds East 45.00 feet,
- 5) South 65 degrees 21 minutes 23 seconds West 246.77 feet,
- 6) South 00 degrees 11 minutes 52 seconds West 277.73 feet,
- 7) South 58 degrees 05 minutes 08 seconds West 267.81 feet,
- 8) South 59 degrees 07 minutes 30 seconds West 391.69 feet,
- 9) North 30 degrees 52 minutes 30 seconds West 70.16 feet, and
- 10) North 62 degrees 58 minutes 08 seconds West 103.36 feet;
thence running with and binding along the East side of Citadel Drive, 60 feet wide, as shown on the aforementioned plat,
- 11) Northeasterly 179.63 feet along the arc of a curve deflecting to the left having a radius of 345 feet and a chord of North 12 degrees 06 minutes 54 seconds East 177.60 feet to a point of tangency,
- 12) North 02 degrees 48 minutes 04 seconds West 197.92 feet to a point of curvature,

DESCRIPTION OF SECTION ELEVEN
THE PROVINCES
July 28, 1988

BOOK 530 PAGE 286

- 13) Northeasterly 301.88 feet along the arc of a curve deflecting to the right having a radius of 310 feet of a chord of North 25 degrees 05 minutes 46 seconds East 290.09 feet to a point of tangency, and
- 14) North 52 degrees 59 minutes 36 seconds East 275.00 feet to the point of beginning.

Containing in all 10.06 acres of land, more or less.

Being all that land shown and designated as "Section Eleven, Plat 28, The Provinces," prepared by Kidde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE

To Be Recorded In The Chattel Records of Anne Arundel County, Maryland And Among The Financing Statement Records Of The Department of Assessment And Taxation, Baltimore, Maryland.

FINANCING STATEMENT

- 1. Debtor: Washington Homes, Inc.
956 Chandler Court
Waldorf, Maryland 20601
- 2. Secured Party: PacifiCorp Credit, Inc.
111 S.W. Fifth Avenue
Suite 2800, P. O. Box 1531
Portland, Oregon 97204
- 3. Real Estate: The Fixtures described in Item 5 below
are affixed or to be affixed to the
following real estate:

See Attached Schedule A
- 4. Date: August 1, 1988
- 5. The Debtor grants to the Secured Party a security interest
in, and this Financing Statement covers:

See Attached Schedule B.

RECORD FEE 77.00

POSTAGE .50

The proceeds and products of collateral are secured, as are future advances and after acquired property.

8325510 0055 R01 117:17

DEBTOR:

WASHINGTON HOMES, INC.
a Maryland corporation

By: [Signature]
Name: _____
Title: Asst.

08/02/88

2200



TO FILING OFFICER: After this Statement has been recorded,
please return to:

Mark C. Dorigan, Esquire
McGUIRE, WOODS, BATTLE & BOOTHE
8280 Greensboro Drive
Suite 900, Tysons Corner
P. O. Box 9346
McLean, Virginia 22102

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to-wit:

I, _____, a Notary Public for the aforesaid
jurisdiction, do certify that _____
_____, a Maryland corporation, whose name is
signed to the foregoing instrument dated _____ has
acknowledged to me that he executed said instrument as the act
and deed of the corporation.

Given under my hand and official seal this ____ day of
_____, 1988.

Notary Public

My Commission expires: _____

SXM2006.FS

SCHEDULE B

Wherever located, whether now owned or hereafter acquired, together with all replacements therefor and proceeds (including, without limitation, insurance proceeds) thereof:

All of the Borrower's Accounts, Chattel Paper, Contracts, Contract Rights, Documents, Equipment, Fixtures, General Intangibles, Instruments and Inventory, including, without limitation those items listed on Schedule B-1 attached hereto and made a part hereof;

All records pertaining to the above.

SCHEDULE B-1

| <u>ASSET</u> | <u>DATE ACQUIRED</u> | <u>COST</u> | <u>LOCATION</u> |
|----------------------------------|----------------------|-------------|-----------------|
| IBM-PC-XT | 09/01/86 | 7,187.00 | 1 |
| XEROX 26E-212865 (TYPEWRITER) | 08/01/86 | 3,897.00 | 1 |
| ALLIED 38265 (TRAILER) | 12/01/75 | 4,050.00 | 1 |
| ZENITH COMPUTER | 01/01/83 | 4,879.42 | 1 |
| ZENITH COMPUTER | 07/01/83 | 8,244.94 | 1 |
| IBM COMPUTER | 11/01/84 | 9,380.00 | 2 |
| COMPUTER/ARCHITECTURE | 06/01/85 | 13,939.83 | 1 |
| IBM COMPUTER | 06/01/85 | 7,596.00 | 1 |
| IBM PC-XT | 09/01/86 | 7,187.00 | 1 |
| IBM PC/AT COMPUTER | 03/01/87 | 10,350.00 | 1 |
| COPIER SAVIN | 03/01/78 | 9,179.83 | 1 |
| SHARP COPIER | 03/01/83 | 7,476.00 | 1 |
| IBM TYPEWRITER | 08/10/80 | 2,300.00 | 1 |
| ROYAL TYPEWRITER | 11/01/83 | 2,395.00 | 1 |
| COPIER | 11/01/83 | 5,390.00 | 2 |
| ROYAL TYPEWRITER | 01/01/86 | 3,156.00 | 1 |
| PRINT MACHINE | 05/01/86 | 3,655.00 | 1 |
| XEROX 1040 COPIER | 11/19/86 | 7,144.30 | 2 |
| COPIER | 08/12/86 | 5,464.00 | 1 |

LOCATION CODES:

- (1) Corporate Office - Waldorf, Maryland
- (2) Northern Office - Millersville, Maryland

All of that lot, piece, or parcel of land in Anne Arundel County, Maryland being described as follows:

BEGINNING for the same at an iron pipe there found on the Northwesternmost side of the abandoned Drum Point Railroad at the beginning of the conveyance by Marvin I. Anderson, Trustee, to Harry L. Purdham, et al., by Deed dated September 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1234, folio 146; said beginning pipe being at the beginning of the closing line of the conveyance by Jerome S. Murphy and Ada V. Murphy, his wife, to Ellen Investment Company, Incorporated, by Deed dated June 26, 1967 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2086, folio 365; thence leaving said beginning point so fixed, crossing said abandoned Railroad right of way, and running with the outlines of said conveyance to Harry L. Purdham and the conveyance by William G. Williams and wife to Josef Riedel and wife by deed dated September 22, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 140, folio 202--with meridian referred to Anne Arundel County Grid North--South 47 degrees 48 minutes 10 seconds East 800.0 feet; thence leaving said conveyance to Riedel and running still with said conveyance to Harry Purdham and with the conveyance by Bruner R. Anderson and wife to James Purdham and wife by deed dated November 17, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 248, folio 285--South 40 degrees 40 minutes 40 seconds West 617.55 feet to an iron pipe now set; thence leaving said conveyance to James Purdham and running through said conveyance to Harry L. Purdham, et al., North 47 degrees 36 minutes 50 seconds West 240.09 feet to the Northeasternmost corner of the conveyance by Harry L. Purdham and wife to Earle Stanley and wife by deed dated February 20, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1100, folio 114, thence running with the outlines of said Lot North 54 degrees 04 minutes 40 seconds West 100.0 feet and South 36 degrees 10 minutes 20 seconds West 500.00 feet to intersect the Northernmost side of the Old County Road from the Defense Highway to Conways; thence leaving said conveyance to Earle Stanley and wife and running with said side of said Road North 54 degrees 04 minutes 40 seconds West 214.03 feet to the Westernmost side of said abandoned Drum Point Railroad; thence leaving said Old County Road and running with said side of the abandoned Railroad and reversely with the lines of the property described in the mortgage by Jerome S. Murphy and Ada V. Murphy, his wife, to Eric M. Gredinger dated June 15, 1967, and recorded among the Land Records of Anne Arundel County,

Maryland, in Liber M.S.H. No. 2086, folio 379--North 06 degrees 05 minutes 20 seconds East 101.10 feet, North 10 degrees 54 minutes East 186.21 feet, North 23 degrees 32 minutes 50 seconds East 122.85 feet, North 37 degrees 15 minutes East 111.16 feet, and North 33 degrees 07 minutes East 380.32 feet; thence leaving said Mortgaged Parcel and running with the conveyance by Jerome S. Murphy and wife to Ellen Investment Company, Incorporated, by deed dated June 26, 1967, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2086, folio 365-- continuing North 33 degrees 07 minutes East 308.87 feet to the place of beginning. Containing 14.734 acres, more or less.

As per survey and description of Edward Hall, III & Associates, surveyors, dated May, 1972.

wh/amnrcrof

SCHEDULE Amd - 6 BOOK 530 PAGE 293
Being the following Lots in the "SHANNON SQUARE" subdivision
ANNE ARUNDEL County, Maryland, as per plat thereof recorded
in Plat Book 74, at plat 5.

| LOT# | SECTION |
|------|---------|
| 92 | 03 |
| 103 | 03 |

SCHEDULE A MD - 7

All of that lot, piece, or parcel of land in Anne Arundel County, Maryland being described as follows:

BEGINNING at a monument corner of Lot #8, Block K, of the subdivision known as Breezewood and running along a common line between the said subdivision South 66 degrees 14 minutes 20 seconds West 1295.10 feet to a stone; thence South 59 degrees, 22 minutes 40 seconds East 26.46 feet to a monument; thence South 49 degrees 17 minutes 40 seconds West 841.50 feet along a line of the Samuel Galloway property to a monument, North of Waugh Chapel Road; thence North 48 degrees 24 minutes 40 seconds West 110.58 feet to a P.K. nail set in Waugh Chapel Road; thence North 49 degrees 44 minutes 20 seconds East 968.71 feet to a monument; thence North 6 degrees 15 minutes 40 seconds West 908.35 feet to an iron stake; thence South 59 degrees 10 minutes 00 seconds East 70.08 feet to an iron stake; thence North 30 degrees 59 minutes 00 seconds East 202.50 feet to a monument; thence North 58 degrees 18 minutes 00 seconds West 202.02 feet to an iron stake along Patuxent Road; thence along said road North 30 degrees 32 minutes 00 seconds East 180.77 feet to an iron stake; thence leaving said road South 59 degrees 28 minutes 00 seconds East 145.17 feet to a monument; thence North 41 degrees 44 minutes 20 seconds East 175.48 feet to a main and common course with the Kertz property; thence with the line of the Kertz property South 43 degrees 14 minutes 40 seconds East 362.60 feet to a stake; thence South 48 degrees 05 minutes 20 seconds West 300.00 feet to a stake; thence South 43 degrees 14 minutes 40 seconds East 150.00 feet to a stake; thence North 48 degrees 05 minutes 20 seconds East 300.0 feet to a stake in the line of the Kertz property; thence with the line of said property South 43 degrees 14 minutes 40 seconds East 822.67 feet to the point of beginning--Containing 23.90 acres, more or less.

BEING the same parcel of ground described in Deed recorded in Liber 2519, folio 853.

SAVING AND EXCEPTING THEREFROM nevertheless, the Clem L. King, his heirs and assigns, as appurtenant to all and every part of the lot of ground described as containing 1.03 acres of land, more or less, the title to which has been reserved to Clem L. King, a general right of way and easement 30 foot wide extending in a generally southeasterly direction from the Patuxent Road (County Road) to the said lot of ground described as containing 1.03 acres, more or less, a portion of the southern most boundary of which said easement is the North 58 degrees 18 minutes 00 seconds West 202.02 foot line of the tract of ground described as

BOOK 530 PAGE 215

containing 23.90 acres, more or less, was conveyed from Clem L. King to Knollwood Homes, Inc., the Grantor herein, by deed dated April 27, 1971 and recorded among the Land Records of Anne Arundel County in Liber MSH 2405, folio 609 and hereby conveyed by the party of the first part to the party of the second part herein, which said southern most boundary extends in a generally southeast direction from the end of said North 58 degrees 18 minutes, 00 seconds West 202.02 foot line in a straight line until it touches the end of the South 48 degrees 5 minutes 20 seconds West 300.00 foot line of the same 23.90 acres, more or less, parcel hereby conveyed, which said easement and right of way shall be used for all purposes of ingress to and egress from the said lot of ground described as containing 1.03 acres, more or less, and may be utilized by Clem L. King and Washington Homes, Inc., their heirs, successors and assigns in common for the purpose of laying and installing every manner and kind of pipes, utility lines, apparatus and conduits, in, above, beneath the surface of said easement area.

wh/akingrsm

All that lot, piece or parcel of ground situate, lying and being in the Fourth Election District, Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a pin oak tree on the North edge of the County road from Waugh Chapel to Odonton, said point of beginning being at the beginning of the fourth line of the two and three-fourths acre conveyance from Phillip A. Hammon to W. T. Joyce, as recorded in Liber S.H. No. 7, folio 436 on May 13, 1873, thence running with and bounding on said road and the third and part of the second lines of said conveyance, reversely as now surveyed, North 65 degrees 00 minutes West 713.62 feet and North 64 degrees 25 minutes West 164.4 feet, thence leaving said road running across the said two and three-fourths acre tract and also across the conveyance from said Hammond to Joyce, as recorded May 11, 1868, in Liber S.H. No. 2, folio 322, the following two courses and distances North 25 degrees 35 minutes East 1386.45 feet to a stake set South 80 degrees 15 minutes West 47.3 feet from a nail in the North side of a large white oak tree, and North 44 degrees 30 minutes East 1963 feet more or less, to intersect the end of the North 58 degrees 47 minutes West 132 foot line of the second mentioned conveyance, thence with the lines of said conveyance as therein described (with magnetic Meridian corrected to 1935) reversed, the following courses and distances; South 55 degrees 02 minutes East 132 feet, South 35 degrees 02 minutes East 99 feet, South 29 degrees 02 minutes East 165 feet, South 44 degrees 02 minutes East 132 feet, South 47 degrees 02 minutes East 165 feet, South 59 degrees 32 minutes East 198 feet, South 74 degrees 02 minutes East 165 feet and South 61 degrees 02 minutes East 132 feet to a stone on the highlands of one of the tributaries of Towser's Branch, thence South 49 degrees 15 minutes East 569.25 feet to intersect the center line of the old road from Waugh Chapel to Sappington Station, where said road crosses Towser's Branch; thence with said road, South 11 degrees 15 minutes West 270.6 feet, and South 14 degrees 15 minutes West 231 feet, thence leaving said road, South 9 degrees East 33 feet to Towser's Branch, thence with said branch, South 6 degrees 30 minutes East 198 feet, South 5 degrees West 429 feet, South 1 degree West 462 feet and South 4 degrees 30 minutes East 174.9 feet to a stone on the East side of said branch, thence South 75 degrees 45 minutes West 1463.9 feet to a stone in the division line between James Duvall and Phillip A. Hammond, North 69 degrees 25 minutes West 610.5 feet to a stone the beginning of the two and three-fourths acre tract hereinbefore referred to, thence with the lines of said tract reversed, South 4 degrees 15 minutes East 119.62 feet to a stone and North 68 degrees 00 minutes West 466.12 feet to the beginning, as platted from surveys and deed description by Edward Hall, Jr., County Surveyor, in October, 1935. Containing 150 acres more or less.

SAVING AND EXCEPTING the 9.7437 acre tract conveyed by Mary Catherine Rieve, et al, to Baltimore Gas and Electric Company, in Deed dated July 26, 1961, recorded in Liber 1503 at folio 273 among the Land Records of Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a point in the center line of a proposed transmission line right of way, 150 feet wide; said point being in the

Page 2

fourth or north 44 degrees 30 minutes east 1963 foot, more or less, line described in that conveyance from R. Tilghman Drice, III, Assignee et al to Bernard J. Bertling and wife, by Deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H. IL No. 232, folio 392; said point of beginning being located north 37 degrees 20 minutes 30 seconds east 1243.55 feet measured along said fourth line from the beginning thereof; thence from the point of beginning so fixed, leaving said center line and binding on part of said fourth line, with meridian corrected, and binding on the common boundary line between the property of Joseph B. Edwards, Jr., and wife and property of the parties of the first part, north 37 degrees 20 minutes 30 seconds east 84.25 feet; thence leaving said fourth line and leaving said common boundary line and running parallel to and distant 75.00 feet northeasterly at right angles from said center line, south 25 degrees 33 minutes 50 seconds east 2872.77 feet to intersect the twenty-first or south 75 degrees 45 minutes west 1463.9 foot line described in the aforementioned conveyance to Bertling; thence binding on part of said twenty-first line, with meridian corrected and binding on the common boundary line between the property of the heirs of Isaac Silver and the property of the parties of the first part, south 68 degrees 06 minutes 50 seconds west 75.15 feet to intersect the center line of said proposed transmission line right of way, 150 feet wide; said last mentioned point being located north 68 degrees 06 minutes 50 seconds east 586.89 feet measured reversely along said twenty-first line from a stone found at the end thereof; thence leaving said center line and still binding on part of said twenty-first line, corrected as aforesaid, and still binding on said last mentioned common boundary line, south 68 degrees 06 minutes 50 seconds west 75.15 feet; thence leaving said twenty-first line and leaving said common boundary line, and running parallel to and distant 75.00 feet southwesterly at right angles from said center line, north 25 degrees 33 minutes 50 seconds west 2786.39 feet to intersect the aforementioned fourth or north 44 degrees 30 minutes east 1963 foot line, more or less, thence binding on part of said fourth line, corrected as aforesaid, and binding on said first mentioned common boundary line, north 37 degrees 20 minutes 30 seconds east 84.25 feet to the point of beginning. Containing 9.7437 acres of land, more or less.

AND SAVING AND EXCEPTING those four parcels of land acquired by the Board of Education in Arundel County by Inquisition in Law No. B-4920 and recorded in Liber 1983 at folio 63, being more particularly described as follows:

PARCEL ONE:

BEGINNING for the same at an iron pipe set at a point on and distant 203.10 feet from the beginning of the fifth or North 25 degrees 33 minutes 50 seconds West 2786.89 foot line of that parcel of land which by deed dated July 26, 1961, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L. N. P. 1503, folio 273 was granted and conveyed by Mary Catherine Rieve, et al, to Bankers Trust Company, Trustee, and Baltimore Gas and Electric Company, said point of beginning

Page 3

being on the Southwest side of the Baltimore Gas and Electric Company right of way, 150 feet wide, and running thence for three (3) new lines of division as now established and leaving the Fifth line as aforesaid North 79 degrees 42 minutes 49 seconds West 1377.08 feet to an iron pipe set, North 10 degrees 16 minutes 11 seconds East 760.32 feet to an iron pipe set, and South 79 degrees 43 minutes 49 seconds East 824.81 feet to an iron pipe set on the Fifth line of L. N. P. 1503, folio 273 as aforementioned, thence reversely with and binding on part of said Fifth line as aforementioned, South 25 degrees 43 minutes 35 seconds East 939.73 feet to the place of beginning, CONTAINING 19.22 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL TWO:

BEGINNING for the same on and distant 548.84 feet from a concrete monument found at the end of the Second or South 25 degrees 33 minutes 50 seconds East 2872.77 foot line of that parcel of land which by deed dated July 26, 1961, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L. N. P. 1503 at folio 273 was granted and conveyed by Mary Catherine Rieve, et al, to Bankers Trust Company, Trustee, and Baltimore Gas and Electric Company, and running thence with the North side of a twenty-five foot wide easement the following three (3) courses and distances, as now established, viz: North 82 degrees 55 minutes 33 seconds East 100.07 feet, South 71 degrees 09 minutes 40 seconds East 223.34 feet, and South 35 degrees 57 minutes 00 seconds East 252.45 feet, thence with the North side of a twenty (20) foot wide utility easement the following two (2) courses and distances, viz: South 85 degrees 34 minutes 07 seconds East 248.54 feet and parallel to, at 20.00 feet measured Northwesterly at right angles from the Fourth or North 72 degrees East 124 poles line of that parcel of land which by deed dated April 5, 1846 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber N. H. G. 5 at folio 461 was granted and conveyed by Phillip A. Hammond, et al, to Cecelia Hammond, North 67 degrees 57 minutes 05 seconds East 293.11 feet to a point on and distant 20.30 feet from the end of the Twentieth or South 4 degrees 30 minutes East 174.9 foot line of that parcel of land which by deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. 232 at folio 392 was granted and conveyed by R. Tilghman Brice, III, et al, to Bernard J. Bertling and Gertrude Bertling, his wife, thence with and binding on part of said line, South 12 degrees 17 minutes 55 seconds East 20.30 feet to the end thereof, said point being the end of the Fourth line of N. H. G. 5 folio 461 as aforementioned, said point being also the Twenty-first line of J. H. H. 232 folio 392 as aforesaid, thence with and binding on part of said line being the South side of the aforementioned twenty (20) foot wide utility easement, South 67 degrees 57 minutes 05 seconds West 292.35 feet, thence continuing with said South side of the twenty (20) foot wide utility easement for a new line of division as now established North 85 degrees 34 minutes 07 seconds West 269.06 feet, thence with the South side of the twenty-

Page 4

five (25) foot wide utility easement as aforementioned the following three (3) courses and distances, viz: North 35 degrees 57 minutes 00 seconds West 249.52 feet, North 71 degrees 09 minutes 40 seconds West 209.64 feet, and South 92 degrees 55 minutes 33 seconds West 85.90 feet to a point on and distant 522.44 feet from a concrete monument found at the end of the Second line of L. N. P. 1503 folio 273 as aforementioned, thence with and binding on part of said line North 25 degrees 43 minutes 35 seconds West 26.40 feet to the place of beginning, CONTAINING 0.57 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL THREE:

BEGINNING for the same at an iron pipe set at the end of the First line of Parcel 1 described above and running thence reversely with part of said First line South 79 degrees 43 minutes 49 seconds East 40.70 feet thence leaving said Parcel 1 for a new line of division as now established South 20 degrees 53 minutes 08 seconds West 423.90 feet to the North side of Waugh Chapel Road, thirty (30) feet wide, thence with the North side of said Waugh Chapel Road North 68 degrees 32 minutes 25 seconds West 40.00 feet, thence leaving said Waugh Chapel Road and running with the West side of the forty (40) foot wide right of way North 20 degrees 53 minutes 08 seconds East 416.00 feet to the place of beginning, CONTAINING 0.39 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL FOUR:

BEGINNING for the same at an iron pipe set at the end of the Second line of Parcel 1 described above and running thence for four (4) new lines of division as now established, viz: North 79 degrees 43 minutes 49 seconds West 65.47 feet, 298.99 feet along the arc of a curve to the right having a radius of 280.00 feet and a chord bearing North 49 degrees 08 minutes 23 seconds West 284.98 feet, 256.74 feet along the arc of a curve to the left having a radius of 320.00 feet and a chord bearing North 41 degrees 32 minutes 02 seconds West 249.91 feet, and North 64 degrees 31 minutes 08 seconds West 145.69 feet to intersect the east end of Greyswood Road, fifty (50) feet wide, as shown on a plat of Maple Ridge, Section 3, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 32 at page 69, said point being on the outline of said Maple Ridge distant South 37 degrees 38 minutes 57 seconds West 5.11 feet from the North side of Greyswood Road as aforesaid, said point being on and distant North 37 degrees 38 minutes 57 seconds East 53.16 feet from the beginning of the Third or North 25 degrees 35 minutes East 1386.45 foot line of that parcel of land which by deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. 11. 232 at folio 392 was granted and conveyed by R. Tilghman Brice, III, et al, to Bernard J. Bertling and Gertrude Bertling, his wife, thence with and binding on part of said line South 37 degrees 38 minutes 57 seconds West 40.92 feet, thence for four (4) new lines of division as now established being the South side of the forty (40) foot right of way now being described

Page 5

South 64 degrees 31 minutes 08 seconds East 154.31 feet, 224.65 feet along the arc of a curve to the right having a radius of 280.00 feet and a chord bearing South 41 degrees 32 minutes 02 seconds East 218.67 feet, 341.70 feet along the arc of a curve to the left having a radius of 320.00 feet and a chord bearing South 49 degrees 08 minutes 23 seconds East 325.70 feet, and South 73 degrees 43 minutes 49 seconds East 65.47 feet to intersect the Second line of Parcel 1 described above, thence with part of said line North 10 degrees 16 minutes 11 seconds East 40.00 feet to the place of beginning, CONTAINING 0.71 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

AA 40.86 ac
TO BE FOUR SEASONS, §15/16

BOOK 530 PAGE 301

SCHEDULE AMD - 10

Being the following Lots in the "BAY COUNTRY, Plat 1, Sec 1"
subdivision of ANNE ARUNDEL County, Maryland, as per plat
thereof recorded in Plat Book 72, at page 21.

| LOT# | SECTION |
|------|---------|
| 68 | 01 |
| 69 | 01 |

BOOK 530 PAGE 302

SCHEDULE AMD - 10-A

Being the following Lots in the "BAY COUNTRY" subdivision of ANNE ARUNDEL County, Maryland, as per plat thereof recorded in Plat Book 72, at plat 31.

| LOT# | SECTION |
|------|---------|
|------|---------|

| | |
|-----|--|
| 125 | |
|-----|--|

SCHEDULE A MD - 13

All that piece or parcel of land situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and also being part of the land conveyed by Joshua S. Linthicum and Bertha Linthicum, his wife, to James W. Wagner and Esther Wagner, his wife, by deed dated October 25, 1927 and recorded among the Land Records of Anne Arundel County, Maryland in Liber FSR16, Folio 172; and also being a part of the land conveyed by Mary E. Martin and John B. Martin, her husband, to James W. Wagner and Esther, his wife, by deed dated October 4, 1937 and recorded among the said Land Records in Liber FAM171, Folio 241 and being more particularly described as follows:

Beginning at a monument found at the westerly right-of-way line of Waugh Chapel Road and at the beginning of the third line of Waugh Chapel Cemetery as recorded in Liber NHG8, Folio 531, and running with the third and fourth lines of said Waugh Chapel Cemetery Tract

1. South 81 degrees, 05 minutes, 17 seconds West, 353.19 feet to a monument found; thence
2. South 37 degrees, 01 minutes, 45 seconds, East, 230.44 feet to a monument found; thence leaving the Cemetery Tract and running with a line of agreement between James W. Wagner, widower, Leonard A. Wagner and Lorraine T. Wagner, and Elizabeth Marah, widow, and Joseph Pokorney by deed and agreement dated February 17, 1961 and recorded among the said Land Records in Liber 1457, Folio 126; thence with said line of agreement the following three courses
3. South 35 degrees, 34 minutes, 25 seconds, West, 205.11 feet to a monument found; thence
4. South 72 degrees, 36 minutes, 47 seconds, West, 436.28 feet to a monument found; thence
5. South 80 degrees, 18 minutes, 10 seconds, West, 802.41 feet to a monument found at the beginning point of the aforesaid deed recorded in Liber FSR16 at Folio 172; thence with the first five courses of said deed
6. North 48 degrees, 00 minutes, 48 seconds, West, 558.00 feet to a point; thence
7. North 49 degrees, 55 minutes, 17 seconds, East, 1272.00 feet to a point; thence

8. North 43 degrees, 34 minutes, 43 seconds, West, 676.59 feet to a point; thence
9. North 26 degrees, 35 minutes, 01 seconds, East, 760.17 feet to a cedar stump; thence continuing on the same line
10. North 26 degrees, 35 minutes, 01 seconds, East, 803.54 feet to a point; thence
11. South 83 degrees, 24 minutes, 59 seconds, East, 302.05 feet to a point on the westerly right-of-way line of Waugh Chapel Road as set by a conveyance from James W. Wagner, widower, to Anne Arundel County, Maryland by deed dated June 4, 1970 and recorded among the Land Records of said County in Liber 2347, Folio 587 and thence running with the said right of way line the following eleven courses
12. South 01 degrees, 47 minutes, 05 seconds, East, 165.60 feet to a point; thence
13. 602.90 feet along the arc of a curve to the left having a radius of 8550.87 feet and a chord bearing and distance of South 03 degrees, 47 minutes, 19 seconds, East, 602.78 feet to a point; thence
14. South 05 degrees, 48 minutes, 30 seconds, East, 336.92 feet to a point; thence
15. South 00 degrees 05 minutes, 52 seconds East, 150.75 feet to a point; thence
16. South 13 degrees, 21 minutes, 02 seconds, East, 76.19 feet to a point; thence
17. South 7 degrees, 21 minutes, 52 seconds, East, 126.90 feet to a point; thence
18. South 4 degrees, 34 minutes, 54 seconds, East, 102.66 feet to a point; thence
19. South 18 degrees, 53 minutes, 19 seconds, East, 153.81 feet to a point; thence
20. 661.35 feet along the arc of a curve to the left having a radius of 2331.83 feet and a chord bearing and distance of South 23 degrees, 17 minutes, 43 seconds East, 659.13 feet to a point; thence
21. South 11 degrees 38 minutes, 33 seconds, East, 54.50 feet to a point; thence

BOOK 530 PAGE 305

22. South 7 degrees, 11 minutes, 43 seconds, East, 15.70 feet to the point of beginning, containing 65.8779 acres of land.

As per survey of Toups & Loiederman, Registered Land Surveyors, dated May 1, 1972.

wh/acts4sns

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE

To Be Recorded In The Chattel Records of Anne Arundel County, Maryland And Among The Financing Statement Records Of The Department of Assessment And Taxation, Baltimore, Maryland.

FINANCING STATEMENT

- 1. Debtor: Citadel Land, Inc.
956 Chandler Court
Waldorf, Maryland 20601
- 2. Secured Party: Signet Bank/Virginia (and see attached Schedule C)
8330 Boone Boulevard
Vienna, Virginia 22180
- 3. Real Estate: The Fixtures described in Item 5 below
are affixed or to be affixed to the
following real estate:

See Attached Schedule A
- 4. Date: August 1, 1988
- 5. The Debtor grants to the Secured Party a security interest
in, and this Financing Statement covers:

See Attached Schedule B.

RECORD FEE 65.00
POSTAGE .50

The proceeds and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

#325801 0055 R01 117:17

CITADEL LAND, INC.
a Maryland corporation

By: _____

Name: _____

Title: _____

08/02/88

050
50

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Mark C. Dorigan, Esquire
McGUIRE, WOODS, BATTLE & BOOTHE
8280 Greensboro Drive
Suite 900, Tysons Corner
P. O. Box 9346
McLean, Virginia 22102

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to-wit:

I, _____, a Notary Public for the aforesaid
jurisdiction, do certify that _____
_____, a Maryland corporation, whose name is
signed to the foregoing instrument dated _____ has
acknowledged to me that he executed said instrument as the act
and deed of the corporation.

Given under my hand and official seal this ___ day of
_____, 1988.

Notary Public

My Commission expires: _____

SXM2006.FS

SCHEDULE B

Wherever located, whether now owned or hereafter acquired, together with all replacements therefor and proceeds (including, without limitation, insurance proceeds) thereof:

All of the Borrower's Accounts, Chattel Paper, Contracts, Contract Rights, Documents, Equipment, Fixtures, General Intangibles, Instruments and Inventory, including, without limitation those items listed on Schedule B-1 attached hereto and made a part hereof;

All records pertaining to the above.

SCHEDULE B-1

| <u>ASSET</u> | <u>DATE ACQUIRED</u> | <u>COST</u> | <u>LOCATION</u> |
|----------------------------------|----------------------|-------------|-----------------|
| IBM-PC-XT | 09/01/86 | 7,187.00 | 1 |
| XEROX 26E-212865 (TYPEWRITER) | 08/01/86 | 3,897.00 | 1 |
| ALLIED 38265 (TRAILER) | 12/01/75 | 4,050.00 | 1 |
| ZENITH COMPUTER | 01/01/83 | 4,879.42 | 1 |
| ZENITH COMPUTER | 07/01/83 | 8,244.94 | 1 |
| IBM COMPUTER | 11/01/84 | 9,380.00 | 2 |
| COMPUTER/ARCHITECTURE | 06/01/85 | 13,939.83 | 1 |
| IBM COMPUTER | 06/01/85 | 7,596.00 | 1 |
| IBM PC-XT | 09/01/86 | 7,187.00 | 1 |
| IBM PC/AT COMPUTER | 03/01/87 | 10,350.00 | 1 |
| COPIER SAVIN | 03/01/78 | 9,179.83 | 1 |
| SHARP COPIER | 03/01/83 | 7,476.00 | 1 |
| IBM TYPEWRITER | 08/10/80 | 2,300.00 | 1 |
| ROYAL TYPEWRITER | 11/01/83 | 2,395.00 | 1 |
| COPIER | 11/01/83 | 5,390.00 | 2 |
| ROYAL TYPEWRITER | 01/01/86 | 3,156.00 | 1 |
| PRINT MACHINE | 05/01/86 | 3,655.00 | 1 |
| XEROX 1040 COPIER | 11/19/86 | 7,144.30 | 2 |
| COPIER | 08/12/86 | 5,464.00 | 1 |

LOCATION CODES:

- (1) Corporate Office - Waldorf, Maryland
- (2) Northern Office - Millersville, Maryland

SCHEDULE C

SECURED PARTIES-continued

2. PACIFICORP CREDIT, INC.
111 S.W. Fifth Avenue, Suite 2800
P.O. Box 1531
Portland, Oregon 97204
3. CHARLESTON NATIONAL BANK
Charleston National Bank Plaza
P.O. Box 1113
Corner of Capital & Summers Streets
Charleston, West Virginia 25324
4. INVESTORS SAVINGS BANK, FSB
9201 Forest Hill Avenue
P.O. Box 36666
Richmond, Virginia 23235
5. GREYHOUND REAL ESTATE FINANCE CO.
111 West Clarendon
Suite 109
Phoenix, Arizona 85077

SXM2001.SCH

ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E

July 29, 1988

SEVERNA PARK, MARYLAND 21146-2996

DESCRIPTION OF SECTION EIGHT
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLANDTELEPHONE
544 0234
544 0279

Beginning for the same at a point along the South right of way line of existing Severn Ridge Road; said point of beginning marking the North most corner of "Section Eight, Plat 20, The Provinces," prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence leaving said point of beginning so fixed and running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 20,

- 1) South 64 degrees 37 minutes 23 seconds East 410.40 feet,
- 2) South 61 degrees 30 minutes 23 seconds East 469.47 feet, and
- 3) South 60 degrees 29 minutes 00 seconds East 292.85 feet; thence running with and binding along a portion of the boundary of said Plat 20,
- 4) South 29 degrees 45 minutes 00 seconds West 445.85 feet, and
- 5) South 48 degrees 45 minutes 05 seconds West 76.10 feet to a point designated as control point number 5 on "Section Eight, Plat 22, The Provinces," as prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 22,
- 6) Southeasterly 69.78 feet along the arc of a curve deflecting to the right having a radius of 1,542.44 feet and a chord of South 39 degrees 57 minutes 01 second East 69.77 feet,
- 7) South 84 degrees 46 minutes 35 seconds East 36.04 feet,
- 8) Northeasterly 70.08 feet along the arc of a curve deflecting to the left having a radius of 775 feet and a chord of North 46 degrees 30 minutes 47 seconds East 70.06 feet,
- 9) South 15 degrees 54 minutes 19 seconds East 57.25 feet,

DESCRIPTION OF SECTION EIGHT
THE PROVINCES
July 29, 1988

BOOK 530 PAGE 312

- 10) Southwesterly 50.22 feet along the arc of a curve deflecting to the right having a radius of 825 feet and a chord of South 47 degrees 39 minutes 58 seconds West 50.22 feet,
- 11) South 05 degrees 34 minutes 08 seconds West 34.63 feet,
- 12) South 38 degrees 16 minutes 20 seconds East 31.54 feet to a point of curvature,
- 13) Southeasterly 142.62 feet along the arc of a curve deflecting to the left having a radius of 385.58 feet and a chord of South 48 degrees 52 minutes 10 seconds East 141.82 feet to a point of tangency,
- 14) South 59 degrees 28 minutes 00 seconds East 26.71 feet,
- 15) North 76 degrees 26 minutes 02 seconds East 34.80 feet,
- 16) North 32 degrees 19 minutes 58 seconds East 63.81 feet,
- 17) South 70 degrees 48 minutes 26 seconds East 61.61 feet,
- 18) South 32 degrees 19 minutes 58 seconds West 75.00 feet,
- 19) South 12 degrees 34 minutes 05 seconds East 35.29 feet,
- 20) South 32 degrees 09 minutes 20 seconds West 60.00 feet,
- 21) South 77 degrees 26 minutes 05 seconds West 35.42 feet, and
- 22) South 32 degrees 19 minutes 58 seconds West 80.72 feet to a point designated as control point number 11 on "Section Eight, Plat 23, The Provinces," as prepared by Kidde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 23,
- 23) South 57 degrees 40 minutes 02 seconds East 90.00 feet,
- 24) South 32 degrees 19 minutes 58 seconds West 250.90 feet,
- 25) South 52 degrees 19 minutes 25 seconds West 101.40 feet,
- 26) South 20 degrees 39 minutes 47 seconds West 58.98 feet,
- 27) South 53 degrees 04 minutes 14 seconds West 224.94 feet,

DESCRIPTION OF SECTION EIGHT
THE PROVINCES
July 29, 1988

BOOK 530 PAGE 313

- 28) South 29 degrees 49 minutes 20 seconds East 39.86 feet,
- 29) South 09 degrees 45 minutes 32 seconds West 267.93 feet,
- 30) South 47 degrees 36 minutes 09 seconds West 232.61 feet,
- 31) North 42 degrees 23 minutes 52 seconds West 304.40 feet,
- 32) North 47 degrees 36 minutes 08 seconds East 224.52 feet,
- 33) South 83 degrees 46 minutes 03 minutes West 321.45 feet, and
- 34) North 42 degrees 23 minutes 49 seconds West 227.00 feet to a point designated as control point number 69 on "Section Eight, Plat 21, The Provinces," as prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along a part of the boundary of said Plat 21,
- 35) North 53 degrees 41 minutes 06 seconds West 225.96 feet,
- 36) North 72 degrees 16 minutes 49 seconds East 88.94 feet,
- 37) North 30 degrees 06 minutes 48 seconds East 109.69 feet,
- 38) North 11 degrees 25 minutes 00 seconds West 219.10 feet,
- 39) North 23 degrees 07 minutes 55 seconds West 123.42 feet,
- 40) North 20 degrees 28 minutes 04 seconds West 264.54 feet,
- 41) North 39 degrees 57 minutes 56 seconds West 237.32 feet,
- 42) North 55 degrees 43 minutes 28 seconds West 89.13 feet,
- 43) North 26 degrees 40 minutes 56 seconds East 218.64 feet,
- 44) North 67 degrees 48 minutes 18 seconds West 110.00 feet,
- 45) Northeasterly 20.00 feet along the arc of a curve deflecting to the left having a radius of 830.00 feet and a chord of North 21 degrees 30 minutes 17 seconds East 20.00 feet,
- 46) South 69 degrees 11 minutes 08 seconds East 110.00 feet,
- 47) North 16 degrees 19 minutes 39 seconds East 147.08 feet,

DESCRIPTION OF SECTION EIGHT
THE PROVINCES
July 29, 1988

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- 48) South 70 degrees 42 minutes 52 seconds East 186.81 feet,
- 49) South 65 degrees 17 minutes 28 seconds East 180.44 feet,
- 50) South 60 degrees 55 minutes 07 seconds East 180.44 feet,
- 51) South 56 degrees 32 minutes 45 seconds East 180.44 feet,
- 52) South 52 degrees 10 minutes 24 seconds East 239.44 feet to a point designated as control point 37 on the aforesaid Plat 20; thence running with and binding along a part of the boundary as shown on said Plat 20,
- 53) North 41 degrees 26 minutes 22 seconds East 102.02 feet,
- 54) North 53 degrees 25 minutes 19 seconds East 61.30 feet,
- 55) North 41 degrees 43 minutes 40 seconds East 107.45 feet,
- 56) North 38 degrees 11 minutes 38 seconds West 127.16 feet,
- 57) North 59 degrees 17 minutes 30 seconds West 257.76 feet,
- 58) North 65 degrees 45 minutes 21 seconds West 50.32 feet,
- 59) North 59 degrees 11 minutes 45 seconds West 143.97 feet,
- 60) North 62 degrees 49 minutes 47 seconds West 322.64 feet,
- 61) North 05 degrees 53 minutes 43 seconds East 125.69 feet, and
- 62) North 26 degrees 17 minutes 47 seconds East 161.51 feet to the point of beginning.

Containing in all 44.17 acres of land, more or less.

Being all that land shown and designated as "Section Eight, Plats 20 through 23, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

SCHEDULE A MD - 11 B

ANAREX, INC.

BOOK 530 PAGE 315

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E

July 28, 1988

SEVERNA PARK, MARYLAND 21146-2996

DESCRIPTION OF SECTION NINE
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point along the South right of way line of existing Severn Ridge Road, said point of beginning marking the North most corner of "Section Nine, Plat 24, The Provinces," prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, MD; thence leaving said point of beginning so fixed and running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 24,

- 1) South 60 degrees 29 minutes 00 seconds East 572.64 feet to a point marking the North most corner of "Section Nine, Plat 25, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the South right of way line of said Severn Ridge Road as shown on said Plat 25,
- 2) South 60 degrees 29 minutes 00 seconds East 35.13 feet; thence leaving said road and running with and binding along the North boundary of said Plat 25,
- 3) South 60 degrees 29 minutes 00 seconds East 205.83 feet,
- 4) South 08 degrees 41 minutes 42 seconds West 181.63 feet,
- 5) South 75 degrees 40 minutes 27 seconds East 344.50 feet, and
- 6) South 31 degrees 56 minutes 04 seconds East 101.43 feet to a point along the West right of way line of existing Disney Road; thence running with and binding along the West right of way line of Disney Road as shown on said Plat 25,
- 7) South 20 degrees 16 minutes 47 seconds West 692.36 feet, and
- 8) South 63 degrees 46 minutes 47 seconds West 99.03 feet to a point marking the East most corner of "Section Nine, Plat 26, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North right of way line of Disney Raod as shown on said Plat 26,

DESCRIPTION OF SECTION NINE
THE PROVINCES
July 28, 1988

BOOK 530 PAGE 316

- 9) South 63 degrees 46 minutes 47 seconds West 220.51 feet, and
- 10) South 49 degrees 31 minutes 47 seconds West 257.18 feet to a point marking the East most corner of "Section Nine, Plat 27, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North right of way line of Disney Road as shown on said Plat 27,
- 11) South 49 degrees 31 minutes 47 seconds West 421.56 feet; thence running with and binding along a portion of the boundary of said Plat 27,
- 12) South 87 degrees 31 minutes 04 seconds West 763.13 feet,
- 13) North 47 degrees 08 minutes 38 seconds West 718.77 feet,
- 14) North 47 degrees 30 minutes 07 seconds West 70.21 feet
- 15) North 09 degrees 52 minutes 55 seconds East 274.99 feet,
- 16) South 53 degrees 41 minutes 06 seconds East 225.96 feet,
- 17) South 42 degrees 23 minutes 49 seconds East 227.00 feet,
- 18) North 83 degrees 46 minutes 03 seconds East 321.45 feet,
- 19) South 47 degrees 36 minutes 08 seconds West 224.52 feet,
- 20) South 42 degrees 23 minutes 52 seconds East 304.40 feet,
- 21) North 47 degrees 36 minutes 08 seconds East 232.61 feet,
- 22) North 09 degrees 45 minutes 32 seconds East 267.94 feet,
- 23) North 29 degrees 49 minutes 20 seconds West 39.86 feet,
- 24) North 53 degrees 04 minutes 14 seconds East 224.94 feet,
- 25) North 20 degrees 39 minutes 47 seconds East 58.98 feet, and
- 26) North 52 degrees 19 minutes 25 seconds East 101.40 feet to a point designated as control point number 35 on the afore-said Plat 26; thence running with and binding along a portion of the West boundary of said Plat 26,

DESCRIPTION OF SECTION NINE
THE PROVINCES
July 28, 1988

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- 27) North 32 degrees 19 minutes 58 seconds East 250.91 feet,
- 28) North 57 degrees 40 minutes 02 seconds West 90.00 feet,
- 29) North 32 degrees 19 minutes 58 seconds East 80.77 feet,
- 30) North 77 degrees 26 minutes 03 seconds East 35.42 feet, and
- 31) North 32 degrees 09 minutes 20 seconds East 60.00 feet to a point designated as Control Point Number 32 on the aforesaid Plat 24; thence running with and binding along a portion of the boundary of said Plat 24,
- 32) North 12 degrees 34 minutes 05 seconds West 35.29 feet,
- 33) North 32 degrees 19 minutes 50 seconds East 75.00 feet,
- 34) North 70 degrees 48 minutes 26 seconds West 61.61 feet,
- 35) South 32 degrees 19 minutes 50 seconds West 63.81 feet, and
- 36) South 76 degrees 26 minutes 02 seconds West 34.80 feet,
- 37) North 59 degrees 28 minutes 00 seconds West 26.71 feet to a point of curvature,
- 38) Northwesterly 142.62 feet along the arc of a curve deflecting to the right having a radius of 385.58 feet and a chord of North 48 degrees 52 minutes 10 seconds West 141.82 feet to a point of tangency,
- 39) North 38 degrees 16 minutes 20 seconds West 31.54 feet,
- 40) North 05 degrees 34 minutes 08 seconds East 34.63 feet,
- 41) Northeasterly 50.22 feet along the arc of a curve deflecting to the left having a radius of 825 feet and a chord of North 47 degrees 39 minutes 52 seconds East 50.21 feet,
- 42) North 15 degrees 54 minutes 19 seconds West 57.25 feet,
- 43) Southwesterly 70.08 feet along the arc of a curve deflecting to the right having a radius of 775 feet and a chord of South 46 degrees 30 minutes 47 seconds West 70.06 feet,

DESCRIPTION OF SECTION NINE
THE PROVINCES
July 28, 1988

300. 530 318

- 44) North 84 degrees 46 minutes 35 seconds West 36.04 feet,
- 45) Northwesterly 69.78 feet along the arc of a curve deflecting to the left having a radius of 1,542.44 feet and a chord of North 39 degrees 57 minutes 01 second West 69.77 feet,
- 46) North 48 degrees 45 minutes 05 seconds East 76.10 feet, and
- 47) North 29 degrees 45 minutes 00 seconds East 445.85 feet to the point of beginning.

Containing in all 44.425 acres of land, more or less.

Being all that land shown and designated as "Section Nine, Plat 24 through 27, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

SCHEDULE A MD - 11 C

ANAREX, INC.

DEVELOPMENT SERVICES

ENGINEERS - SURVEYORS

EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E

SEVERNA PARK, MARYLAND 21146-2996

BOOK 530 PAGE 319

July 29, 1988

DESCRIPTION OF SECTION TEN

THE PROVINCES

FOURTH DISTRICT

ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE

544 0234

544 0279

Beginning for the same at a point along the East right of way of Citadel Drive, said point marking the North most corner of Section Ten, The Provinces," as prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County, Maryland; thence running with and binding along the North boundary of said plat,

- 1) South 79 degrees 42 minutes 02 seconds East 69.74 feet,
- 2) South 27 degrees 10 minutes 15 seconds East 203.28 feet, and
- 3) North 78 degrees 59 minutes 02 seconds East 124.79 feet; thence running with and binding along the West right of way of Montreal Road as shown on said plat,
- 4) South 11 degrees 00 minutes 58 seconds East 372.41 feet to a point of curvature, and
- 5) Southeasterly 120.93 feet along the arc of a curve deflecting to the left having a radius of 410.00 feet and a chord of South 19 degrees 27 minutes 54 seconds East 120.49 feet; thence running with and binding along the South boundary of the aforesaid plat,
- 6) South 62 degrees 05 minutes 06 seconds West 103.91 feet,
- 7) South 28 degrees 28 minutes 16 seconds East 12.89 feet,
- 8) South 45 degrees 36 minutes 09 seconds West 148.80 feet,
- 9) South 89 degrees 18 minutes 06 seconds West 208.34 feet; thence running with and binding along the East right of way of said Citadel Drive as shown on the aforementioned plat,
- 10) North 00 degrees 41 minutes 54 seconds West 659.34 feet to a point of curvature, and

DESCRIPTION OF SECTION TEN
THE PROVINCES
July 28, 1988

BOOK 530 PAGE 320

- 11) Northerly 156.73 feet along the arc of a curve deflecting to the right having a radius of 816.50 feet and a chord of North 04 degrees 49 minutes 13 seconds East 156.49 feet to the point of beginning.

Containing in all 5.275 acres of land, more or less.

Being all that land shown and designated as "Section Ten, The Provinces," prepared by Kidde Consultants, Inc., and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

SCHEDULE A MD - 11 D
ANAREX, INC.

BOOK 530 PAGE 321

DEVELOPMENT SERVICES
ENGINEERS - SURVEYORS
EXPEDITORS - PLANNERS

503 RITCHIE HIGHWAY SUITE 1E
SEVERNA PARK, MARYLAND 21146-2996

July 28, 1988

DESCRIPTION OF SECTION ELEVEN
THE PROVINCES
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE
544 0234
544 0279

Beginning for the same at a point marking the North most corner of Section Eleven, The Provinces as shown on a plat dated August 1986 prepared by KIDDE CONSULTANTS, INC., and intended to be recorded among the Land Records of Anne Arundel County; thence leaving said point of beginning so fixed and running with and binding along the boundary of the aforesaid Section Eleven as shown on said plat,

- 1) South 46 degrees 20 minutes 33 seconds East 117.99 feet,
- 2) South 65 degrees 50 minutes 49 seconds East 167.15 feet,
- 3) North 88 degrees 34 minutes 17 seconds East 288.12 feet,
- 4) South 24 degrees 38 minutes 37 seconds East 45.00 feet,
- 5) South 65 degrees 21 minutes 23 seconds West 246.77 feet,
- 6) South 00 degrees 11 minutes 52 seconds West 277.73 feet,
- 7) South 58 degrees 05 minutes 08 seconds West 267.81 feet,
- 8) South 59 degrees 07 minutes 30 seconds West 391.69 feet,
- 9) North 30 degrees 52 minutes 30 seconds West 70.16 feet, and
- 10) North 62 degrees 58 minutes 08 seconds West 103.36 feet; thence running with and binding along the East side of Citadel Drive, 60 feet wide, as shown on the aforementioned plat,
- 11) Northeasterly 179.63 feet along the arc of a curve deflecting to the left having a radius of 345 feet and a chord of North 12 degrees 06 minutes 54 seconds East 177.60 feet to a point of tangency,
- 12) North 02 degrees 48 minutes 04 seconds West 197.92 feet to a point of curvature,

DESCRIPTION OF SECTION ELEVEN
THE PROVINCES
July 28, 1988

BOOK 530 PAGE 322

- 13) Northeasterly 301.88 feet along the arc of a curve deflecting to the right having a radius of 310 feet of a chord of North 25 degrees 05 minutes 46 seconds East 290.09 feet to a point of tangency, and
- 14) North 52 degrees 59 minutes 36 seconds East 275.00 feet to the point of beginning.

Containing in all 10.06 acres of land, more or less.

Being all that land shown and designated as "Section Eleven, Plat 28, The Provinces," prepared by Kidde Consultants, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland.

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE

To Be Recorded In The Chattel Records of Anne Arundel County, Maryland And Among The Financing Statement Records Of The Department of Assessment And Taxation, Baltimore, Maryland.

FINANCING STATEMENT

- 1. Debtor: Washington Homes, Inc.
956 Chandler Court
Waldorf, Maryland 20601
- 2. Secured Party: Signet Bank/Virginia (and See Schedule C)
8330 Boone Boulevard
Vienna, Virginia 22180
- 3. Real Estate: The Fixtures described in Item 5 below
are affixed or to be affixed to the
following real estate:

See Attached Schedule A
- 4. Date: August 1, 1988
- 5. The Debtor grants to the Secured Party a security interest
in, and this Financing Statement covers:

See Attached Schedule B.

The proceeds and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

WASHINGTON HOMES, INC.
a Maryland corporation

RECORD FEE 81.00

POSTAGE .50

832530 0055 R01 T17418

By: _____

Name: _____

Title: _____

08/02/88

BOOK 530 PAGE 324

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Mark C. Dorigan, Esquire
McGUIRE, WOODS, BATTLE & BOOTHE
8280 Greensboro Drive
Suite 900, Tysons Corner
P. O. Box 9346
McLean, Virginia 22102

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to-wit:

I, _____, a Notary Public for the aforesaid
jurisdiction, do certify that _____
_____, a Maryland corporation, whose name is
signed to the foregoing instrument dated _____ has
acknowledged to me that he executed said instrument as the act
and deed of the corporation.

Given under my hand and official seal this ___ day of
_____, 1988.

Notary Public

My Commission expires: _____

SXM2006.FS

SCHEDULE B

Wherever located, whether now owned or hereafter acquired, together with all replacements therefor and proceeds (including, without limitation, insurance proceeds) thereof:

All of the Borrower's Accounts, Chattel Paper, Contracts, Contract Rights, Documents, Equipment, Fixtures, General Intangibles, Instruments and Inventory, including, without limitation those items listed on Schedule B-1 attached hereto and made a part hereof;

All records pertaining to the above.

SCHEDULE B-1

| <u>ASSET</u> | <u>DATE ACQUIRED</u> | <u>COST</u> | <u>LOCATION</u> |
|----------------------------------|----------------------|-------------|-----------------|
| IBM-PC-XT | 09/01/86 | 7,187.00 | 1 |
| XEROX 26E-212865 (TYPEWRITER) | 08/01/86 | 3,897.00 | 1 |
| ALLIED 38265 (TRAILER) | 12/01/75 | 4,050.00 | 1 |
| ZENITH COMPUTER | 01/01/83 | 4,879.42 | 1 |
| ZENITH COMPUTER | 07/01/83 | 8,244.94 | 1 |
| IBM COMPUTER | 11/01/84 | 9,380.00 | 2 |
| COMPUTER/ARCHITECTURE | 06/01/85 | 13,939.83 | 1 |
| IBM COMPUTER | 06/01/85 | 7,596.00 | 1 |
| IBM PC-XT | 09/01/86 | 7,187.00 | 1 |
| IBM PC/AT COMPUTER | 03/01/87 | 10,350.00 | 1 |
| COPIER SAVIN | 03/01/78 | 9,179.83 | 1 |
| SHARP COPIER | 03/01/83 | 7,476.00 | 1 |
| IBM TYPEWRITER | 08/10/80 | 2,300.00 | 1 |
| ROYAL TYPEWRITER | 11/01/83 | 2,395.00 | 1 |
| COPIER | 11/01/83 | 5,390.00 | 2 |
| ROYAL TYPEWRITER | 01/01/86 | 3,156.00 | 1 |
| PRINT MACHINE | 05/01/86 | 3,655.00 | 1 |
| XEROX 1040 COPIER | 11/19/86 | 7,144.30 | 2 |
| COPIER | 08/12/86 | 5,464.00 | 1 |

LOCATION CODES:

- (1) Corporate Office - Waldorf, Maryland
- (2) Northern Office - Millersville, Maryland

SCHEDULE C

BOOK 530 PAGE 327

SECURED PARTIES-continued

2. PACIFICORP CREDIT, INC.
111 S.W. Fifth Avenue, Suite 2800
P.O. Box 1531
Portland, Oregon 97204

3. CHARLESTON NATIONAL BANK
Charleston National Bank Plaza
P.O. Box 1113
Corner of Capital & Summers Streets
Charleston, West Virginia 25324

4. INVESTORS SAVINGS BANK, FSB
9201 Forest Hill Avenue
P.O. Box 36666
Richmond, Virginia 23235

5. GREYHOUND REAL ESTATE FINANCE CO.
111 West Clarendon
Suite 109
Phoenix, Arizona 85077

SXM2001.SCH

SCHEDULE A MD - 3

All of that lot, piece, or parcel of land in Anne Arundel County, Maryland being described as follows:

BEGINNING for the same at an iron pipe there found on the Northwesternmost side of the abandoned Drum Point Railroad at the beginning of the conveyance by Marvin I. Anderson, Trustee, to Harry L. Purdham, et al., by Deed dated September 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1234, folio 146; said beginning pipe being at the beginning of the closing line of the conveyance by Jerome S. Murphy and Ada V. Murphy, his wife, to Ellen Investment Company, Incorporated, by Deed dated June 26, 1967 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2086, folio 365; thence leaving said beginning point so fixed, crossing said abandoned Railroad right of way, and running with the outlines of said conveyance to Harry L. Purdham and the conveyance by William G. Williams and wife to Josef Riedel and wife by deed dated September 22, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 140, folio 202--with meridian referred to Anne Arundel County Grid North--South 47 degrees 48 minutes 10 seconds East 800.0 feet; thence leaving said conveyance to Riedel and running still with said conveyance to Harry Purdham and with the conveyance by Bruner R. Anderson and wife to James Purdham and wife by deed dated November 17, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 248, folio 285--South 40 degrees 40 minutes 40 seconds West 617.55 feet to an iron pipe now set; thence leaving said conveyance to James Purdham and running through said conveyance to Harry L. Purdham, et al., North 47 degrees 36 minutes 50 seconds West 240.09 feet to the Northeasternmost corner of the conveyance by Harry L. Purdham and wife to Earle Stanley and wife by deed dated February 20, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1100, folio 114, thence running with the outlines of said Lot North 54 degrees 04 minutes 40 seconds West 100.0 feet and South 36 degrees 10 minutes 20 seconds West 500.00 feet to intersect the Northernmost side of the Old County Road from the Defense Highway to Conways; thence leaving said conveyance to Earle Stanley and wife and running with said side of said Road North 54 degrees 04 minutes 40 seconds West 214.03 feet to the Westernmost side of said abandoned Drum Point Railroad; thence leaving said Old County Road and running with said side of the abandoned Railroad and reversely with the lines of the property described in the mortgage by Jerome S. Murphy and Ada V. Murphy, his wife, to Eric M. Gredinger dated June 15, 1967, and recorded among the Land Records of Anne Arundel County,

Maryland, in Liber M.S.H. No. 2086, folio 379--North 06 degrees 05 minutes 20 seconds East 101.10 feet, North 10 degrees 54 minutes East 186.21 feet, North 23 degrees 32 minutes 50 seconds East 122.85 feet, North 37 degrees 15 minutes East 111.16 feet, and North 33 degrees 07 minutes East 380.32 feet; thence leaving said Mortgaged Parcel and running with the conveyance by Jerome S. Murphy and wife to Ellen Investment Company, Incorporated, by deed dated June 26, 1967, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2086, folio 365--continuing North 33 degrees 07 minutes East 308.87 feet to the place of beginning. Containing 14.734 acres, more or less.

As per survey and description of Edward Hall, III & Associates, surveyors, dated May, 1972.

wh/amnrcrof

SCHEDULE AMd - 6

BOOK 530 PAGE 330

Being the following Lots in the "SHANNON SQUARE" subdivision
ANNE ARUNDEL County, Maryland, as per plat thereof recorded
in Plat Book 74, at plat 5.

LOT# SECTION

| | |
|-----|----|
| 92 | 03 |
| 103 | 03 |

SCHEDULE A MD - 7

All of that lot, piece, or parcel of land in Anne Arundel County, Maryland being described as follows:

BEGINNING at a monument corner of Lot #8, Block K, of the subdivision known as Breezewood and running along a common line between the said subdivision South 66 degrees 14 minutes 20 seconds West 1295.10 feet to a stone; thence South 59 degrees, 22 minutes 40 seconds East 26.46 feet to a monument; thence South 49 degrees 17 minutes 40 seconds West 841.50 feet along a line of the Samuel Galloway property to a monument, North of Waugh Chapel Road; thence North 48 degrees 24 minutes 40 seconds West 110.58 feet to a P.K. nail set in Waugh Chapel Road; thence North 49 degrees 44 minutes 20 seconds East 968.71 feet to a monument; thence North 6 degrees 15 minutes 40 seconds West 908.35 feet to an iron stake; thence South 59 degrees 10 minutes 00 seconds East 70.08 feet to an iron stake; thence North 30 degrees 59 minutes 00 seconds East 202.50 feet to a monument; thence North 58 degrees 18 minutes 00 seconds West 202.02 feet to an iron stake along Patuxent Road; thence along said road North 30 degrees 32 minutes 00 seconds East 180.77 feet to an iron stake; thence leaving said road South 59 degrees 28 minutes 00 seconds East 145.17 feet to a monument; thence North 41 degrees 44 minutes 20 seconds East 175.48 feet to a main and common course with the Kertz property; thence with the line of the Kertz property South 43 degrees 14 minutes 40 seconds East 362.60 feet to a stake; thence South 48 degrees 05 minutes 20 seconds West 300.00 feet to a stake; thence South 43 degrees 14 minutes 40 seconds East 150.00 feet to a stake; thence North 48 degrees 05 minutes 20 seconds East 300.0 feet to a stake in the line of the Kertz property; thence with the line of said property South 43 degrees 14 minutes 40 seconds East 822.67 feet to the point of beginning--Containing 23.90 acres, more or less.

BEING the same parcel of ground described in Deed recorded in Liber 2519, folio 853.

SAVING AND EXCEPTING THEREFROM nevertheless, the Clem L. King, his heirs and assigns, as appurtenant to all and every part of the lot of ground described as containing 1.03 acres of land, more or less, the title to which has been reserved to Clem L. King, a general right of way and easement 30 foot wide extending in a generally southeasterly direction from the Patuxent Road (County Road) to the said lot of ground described as containing 1.03 acres, more or less, a portion of the southern most boundary of which said easement is the North 58 degrees 18 minutes 00 seconds West 202.02 foot line of the tract of ground described as

530 332

containing 23.90 acres, more or less, was conveyed from Clem L. King to Knollwood Homes, Inc., the Grantor herein, by deed dated April 27, 1971 and recorded among the Land Records of Anne Arundel County in Liber MSH 2405, folio 609 and hereby conveyed by the party of the first part to the party of the second part herein, which said southern most boundary extends in a generally southeast direction from the end of said North 58 degrees 18 minutes, 00 seconds West 202.02 foot line in a straight line until it touches the end of the South 48 degrees 5 minutes 20 seconds West 300.00 foot line of the same 23.90 acres, more or less, parcel hereby conveyed, which said easement and right of way shall be used for all purposes of ingress to and egress from the said lot of ground described as containing 1.03 acres, more or less, and may be utilized by Clem L. King and Washington Homes, Inc., their heirs, successors and assigns in common for the purpose of laying and installing every manner and kind of pipes, utility lines, apparatus and conduits, in, above, beneath the surface of said easement area.

wh/akingrsm

SCHEDULE A-MARYLAND

8

All that lot, piece or parcel of ground situate, lying and being in the Fourth Election District, Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a pin oak tree on the North edge of the County road from Waugh Chapel to Odonton, said point of beginning being at the beginning of the fourth line of the two and three-fourths acre conveyance from Phillip A. Hammond to W. T. Joyce, as recorded in Liber S.H. No. 7, folio 436 on May 13, 1873, thence running with and bounding on said road and the third and part of the second lines of said conveyance, reversely as now surveyed, North 65 degrees 00 minutes West 713.62 feet and North 64 degrees 25 minutes West 164.4 feet, thence leaving said road running across the said two and three-fourths acre tract and also across the conveyance from said Hammond to Joyce, as recorded May 11, 1868, in Liber S.H. No. 2, folio 322, the following two courses and distances North 25 degrees 35 minutes East 1386.45 feet to a stake set South 80 degrees 15 minutes West 47.3 feet from a nail in the North side of a large white oak tree, and North 44 degrees 30 minutes East 1963 feet more or less, to intersect the end of the North 58 degrees 47 minutes West 132 foot line of the second mentioned conveyance, thence with the lines of said conveyance as therein described (with magnetic Meridian corrected to 1935) reversed, the following courses and distances; South 55 degrees 02 minutes East 132 feet, South 35 degrees 02 minutes East 99 feet, South 29 degrees 02 minutes East 165 feet, South 44 degrees 02 minutes East 132 feet, South 47 degrees 02 minutes East 165 feet, South 59 degrees 32 minutes East 198 feet, South 74 degrees 02 minutes East 165 feet and South 61 degrees 02 minutes East 132 feet to a stone on the highlands of one of the tributaries of Towser's Branch, thence South 49 degrees 15 minutes East 569.25 feet to intersect the center line of the old road from Waugh Chapel to Sappington Station, where said road crosses Towser's Branch; thence with said road, South 11 degrees 15 minutes West 270.6 feet, and South 14 degrees 15 minutes West 231 feet, thence leaving said road, South 9 degrees East 33 feet to Towser's Branch, thence with said branch, South 6 degrees 30 minutes East 198 feet, South 5 degrees West 429 feet, South 1 degree West 462 feet and South 4 degrees 30 minutes East 174.9 feet to a stone on the East side of said branch, thence South 75 degrees 45 minutes West 1463.9 feet to a stone in the division line between James Duvall and Phillip A. Hammond, North 69 degrees 25 minutes West 610.5 feet to a stone the beginning of the two and three-fourths acre tract hereinbefore referred to, thence with the lines of said tract reversed, South 4 degrees 15 minutes East 119.62 feet to a stone and North 68 degrees 00 minutes West 466.12 feet to the beginning, as platted from surveys and deed description by Edward Hall, Jr., County Surveyor, in October, 1935. Containing 150 acres more or less.

SAVING AND EXCEPTING the 9.7437 acre tract conveyed by Mary Catherine Rieve, et al, to Baltimore Gas and Electric Company, in Deed dated July 26, 1961, recorded in Liber 1503 at folio 273 among the Land Records of Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a point in the center line of a proposed transmission line right of way, 150 feet wide; said point being in the

Page 2

fourth or north 44 degrees 30 minutes east 1963 feet, more or less, line described in that conveyance from R. Tilghman Brice, III, Assignee et al to Bernard J. Bertling and wife, by Deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H. IL No. 232, folio 392; said point of beginning being located north 37 degrees 20 minutes 30 seconds east 1243.55 feet measured along said fourth line from the beginning thereof; thence from the point of beginning so fixed, leaving said center line and binding on part of said fourth line, with meridian corrected, and binding on the common boundary line between the property of Joseph B. Edwards, Jr., and wife and property of the parties of the first part, north 37 degrees 20 minutes 30 seconds east 84.25 feet; thence leaving said fourth line and leaving said common boundary line and running parallel to and distant 75.00 feet northeasterly at right angles from said center line, south 25 degrees 33 minutes 50 seconds east 2872.77 feet to intersect the twenty-first or south 75 degrees 45 minutes west 1463.9 foot line described in the aforementioned conveyance to Bertling; thence binding on part of said twenty-first line, with meridian corrected and binding on the common boundary line between the property of the heirs of Isaac Silver and the property of the parties of the first part, south 68 degrees 06 minutes 50 seconds west 75.15 feet to intersect the center line of said proposed transmission line right of way, 150 feet wide; said last mentioned point being located north 68 degrees 06 minutes 50 seconds east 586.89 feet measured reversely along said twenty-first line from a stone found at the end thereof; thence leaving said center line and still binding on part of said twenty-first line, corrected as aforesaid, and still binding on said last mentioned common boundary line, south 68 degrees 06 minutes 50 seconds west 75.15 feet; thence leaving said twenty-first line and leaving said common boundary line, and running parallel to and distant 75.00 feet southwesterly at right angles from said center line, north 25 degrees 33 minutes 50 seconds west 2786.39 feet to intersect the aforementioned fourth or north 44 degrees 30 minutes east 1963 foot line, more or less, thence binding on part of said fourth line, corrected as aforesaid, and binding on said first mentioned common boundary line, north 37 degrees 20 minutes 30 seconds east 84.25 feet to the point of beginning. Containing 9.7437 acres of land, more or less.

AND SAVING AND EXCEPTING those four parcels of land acquired by the Board of Education in Arundel County by Inquisition in Law No. B-4920 and recorded in Liber 1983 at folio 63, being more particularly described as follows:

PARCEL ONE:

BEGINNING for the same at an iron pipe set at a point on and distant 203.10 feet from the beginning of the fifth or North 25 degrees 33 minutes 50 seconds West 2786.89 feet line of that parcel of land which by deed dated July 26, 1961, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L. N. P. 1503, folio 273 was granted and conveyed by Mary Catherine Rieve, et al, to Bankers Trust Company, Trustee, and Baltimore Gas and Electric Company, said point of beginning

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being on the Southwest side of the Baltimore Gas and Electric Company right of way, 150 foot wide, and running thence for three (3) new lines of division as now established and leaving the Fifth line as aforesaid North 79 degrees 43 minutes 49 seconds West 1377.08 feet to an iron pipe set, North 10 degrees 16 minutes 11 seconds East 760.32 feet to an iron pipe set, and South 79 degrees 43 minutes 49 seconds East 824.81 feet to an iron pipe set on the Fifth line of L. N. P. 1503, folio 273 as aforementioned, thence reversely with and binding on part of said Fifth line as aforementioned, South 25 degrees 43 minutes 35 seconds East 939.73 feet to the place of beginning, CONTAINING 19.22 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL TWO:

BEGINNING for the same on and distant 548.84 feet from a concrete monument found at the end of the Second or South 25 degrees 33 minutes 50 seconds East 2872.77 foot line of that parcel of land which by deed dated July 26, 1961, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L. N. P. 1503 at folio 273 was granted and conveyed by Mary Catherine Rieve, et al, to Bankers Trust Company, Trustee, and Baltimore Gas and Electric Company, and running thence with the North side of a twenty-five foot wide easement the following three (3) courses and distances, as now established, viz: North 82 degrees 55 minutes 33 seconds East 100.07 feet, South 71 degrees 09 minutes 40 seconds East 223.34 feet, and South 35 degrees 57 minutes 00 seconds East 252.45 feet, thence with the North side of a twenty (20) foot wide utility easement the following two (2) courses and distances, viz: South 85 degrees 34 minutes 07 seconds East 248.54 feet and parallel to, at 20.00 feet measured Northwesterly at right angles from the Fourth or North 72 degrees East 124 poles line of that parcel of land which by deed dated April 5, 1846 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber N. H. G. 5 at folio 461 was granted and conveyed by Phillip A. Hammond, et al, to Cecelia Hammond, North 67 degrees 57 minutes 05 seconds East 293.11 feet to a point on and distant 20.30 feet from the end of the Twentieth or South 4 degrees 30 minutes East 174.9 foot line of that parcel of land which by deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. 232 at folio 392 was granted and conveyed by R. Tilghman Brice, III, et al, to Bernard J. Bertling and Gertrude Bertling, his wife, thence with and binding on part of said line, South 12 degrees 17 minutes 55 seconds East 20.30 feet to the end thereof, said point being the end of the Fourth line of N. H. G. 5 folio 461 as aforementioned, said point being also the Twenty-first line of J. H. H. 232 folio 392 as aforesaid, thence with and binding on part of said line being the South side of the aforementioned twenty (20) foot wide utility easement, South 67 degrees 57 minutes 05 seconds West 292.35 feet, thence continuing with said South side of the twenty (20) foot wide utility easement for a new line of division as now established North 85 degrees 34 minutes 07 seconds West 269.06 feet, thence with the South side of the twenty-

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five (25) foot wide utility easement as aforementioned the following three (3) courses and distances, viz: North 35 degrees 57 minutes 00 seconds West 249.52 feet, North 71 degrees 09 minutes 40 seconds West 209.64 feet, and South 92 degrees 55 minutes 33 seconds West 85.90 feet to a point on and distant 522.44 feet from a concrete monument found at the end of the Second line of L. N. P. 1503 folio 273 as aforementioned, thence with and binding on part of said line North 25 degrees 43 minutes 35 seconds West 26.40 feet to the place of beginning, CONTAINING 0.57 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL THREE:

BEGINNING for the same at an iron pipe set at the end of the First line of Parcel 1 described above and running thence reversely with part of said First line South 79 degrees 43 minutes 49 seconds East 40.70 feet thence leaving said Parcel 1 for a new line of division as now established South 20 degrees 53 minutes 08 seconds West 423.90 feet to the North side of Waugh Chapel Road, thirty (30) feet wide, thence with the North side of said Waugh Chapel Road North 68 degrees 32 minutes 25 seconds West 40.00 feet, thence leaving said Waugh Chapel Road and running with the West side of the forty (40) foot wide right of way North 20 degrees 53 minutes 08 seconds East 416.00 feet to the place of beginning, CONTAINING 0.39 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL FOUR:

BEGINNING for the same at an iron pipe set at the end of the Second line of Parcel 1 described above and running thence for four (4) new lines of division as now established, viz: North 79 degrees 43 minutes 49 seconds West 65.47 feet, 298.99 feet along the arc of a curve to the right having a radius of 280.00 feet and a chord bearing North 49 degrees 08 minutes 23 seconds West 284.98 feet, 256.74 feet along the arc of a curve to the left having a radius of 320.00 feet and a chord bearing North 41 degrees 32 minutes 02 seconds West 249.91 feet, and North 64 degrees 31 minutes 08 seconds West 145.69 feet to intersect the east end of Greyswood Road, fifty (50) feet wide, as shown on a plat of Maple Ridge, Section 3, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 32 at page 69, said point being on the outline of said Maple Ridge distant South 37 degrees 38 minutes 57 seconds West 5.11 feet from the North side of Greyswood Road as aforesaid, said point being on and distant North 37 degrees 38 minutes 57 seconds East 53.16 feet from the beginning of the Third or North 25 degrees 35 minutes East 1386.45 foot line of that parcel of land which by deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. II. II. 232 at folio 392 was granted and conveyed by R. Tilghman Brice, III, et al, to Bernard J. Bertling and Gertrude Bertling, his wife, thence with and binding on part of said line South 37 degrees 38 minutes 57 seconds West 40.92 feet, thence for four (4) new lines of division as now established being the South side of the forty (40) foot right of way now being described

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South 64 degrees 31 minutes 08 seconds East 154.31 feet, 224.65 feet along the arc of a curve to the right having a radius of 280.00 feet and a chord bearing South 41 degrees 32 minutes 02 seconds East 218.67 feet, 341.70 feet along the arc of a curve to the left having a radius of 320.00 feet and a chord bearing South 49 degrees 08 minutes 23 seconds East 325.70 feet, and South 73 degrees 43 minutes 49 seconds East 65.47 feet to intersect the Second line of Parcel 1 described above, thence with part of said line North 10 degrees 16 minutes 11 seconds East 40.00 feet to the place of beginning, CONTAINING 0.71 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

AA 40.86 ac
TO BE FOR SEASONS, §15/16

SCHEDULE AMD - 10

Being the following Lots in the "BAY COUNTRY, Flat 1, Sec 1"
subdivision of ANNE ARUNDEL County, Maryland, as per plat
thereof recorded in Plat Book 72, at page 21.

| LOT# | SECTION |
|------|---------|
| 68 | 01 |
| 69 | 01 |

SCHEDULE AMd - 10-A 300* 530 PAGE 339

Being the following Lots in the "BAY COUNTRY" subdivision of ANNE ARUNDEL County, Maryland, as per plat thereof recorded in Plat Book 72, at plat 31.

LOT# SECTION

125

SCHEDULE A MD - 13

All that piece or parcel of land situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and also being part of the land conveyed by Joshua S. Linthicum and Bertha Linthicum, his wife, to James W. Wagner and Esther Wagner, his wife, by deed dated October 25, 1927 and recorded among the Land Records of Anne Arundel County, Maryland in Liber FSR16, Folio 172; and also being a part of the land conveyed by Mary E. Martin and John B. Martin, her husband, to James W. Wagner and Esther, his wife, by deed dated October 4, 1937 and recorded among the said Land Records in Liber FAM171, Folio 241 and being more particularly described as follows:

Beginning at a monument found at the westerly right-of-way line of Waugh Chapel Road and at the beginning of the third line of Waugh Chapel Cemetery as recorded in Liber NHG8, Folio 531, and running with the third and fourth lines of said Waugh Chapel Cemetery Tract

1. South 81 degrees, 05 minutes, 17 seconds West, 353.19 feet to a monument found; thence
2. South 37 degrees, 01 minutes, 45 seconds, East, 230.44 feet to a monument found; thence leaving the Cemetery Tract and running with a line of agreement between James W. Wagner, widower, Leonard A. Wagner and Lorraine T. Wagner, and Elizabeth Marah, widow, and Joseph Pokorney by deed and agreement dated February 17, 1961 and recorded among the said Land Records in Liber 1457, Folio 126; thence with said line of agreement the following three courses
3. South 35 degrees, 34 minutes, 25 seconds, West, 205.11 feet to a monument found; thence
4. South 72 degrees, 36 minutes, 47 seconds, West, 436.28 feet to a monument found; thence
5. South 80 degrees, 18 minutes, 10 seconds, West, 802.41 feet to a monument found at the beginning point of the aforesaid deed recorded in Liber FSR16 at Folio 172; thence with the first five courses of said deed
6. North 48 degrees, 00 minutes, 48 seconds, West, 558.00 feet to a point; thence
7. North 49 degrees, 55 minutes, 17 seconds, East, 1272.00 feet to a point; thence

8. North 43 degrees, 34 minutes, 43 seconds, West, 676.59 feet to a point; thence
9. North 26 degrees, 35 minutes, 01 seconds, East, 760.17 feet to a cedar stump; thence continuing on the same line
10. North 26 degrees, 35 minutes, 01 seconds, East, 803.54 feet to a point; thence
11. South 83 degrees, 24 minutes, 59 seconds, East, 302.05 feet to a point on the westerly right-of-way line of Waugh Chapel Road as set by a conveyance from James W. Wagner, widower, to Anne Arundel County, Maryland by deed dated June 4, 1970 and recorded among the Land Records of said County in Liber 2347, Folio 587 and thence running with the said right of way line the following eleven courses
12. South 01 degrees, 47 minutes, 05 seconds, East, 165.60 feet to a point; thence
13. 602.90 feet along the arc of a curve to the left having a radius of 8550.87 feet and a chord bearing and distance of South 03 degrees, 47 minutes, 19 seconds, East, 602.78 feet to a point; thence
14. South 05 degrees, 48 minutes, 30 seconds, East, 336.92 feet to a point; thence
15. South 00 degrees 05 minutes, 52 seconds East, 150.75 feet to a point; thence
16. South 13 degrees, 21 minutes, 02 seconds, East, 76.19 feet to a point; thence
17. South 7 degrees, 21 minutes, 52 seconds, East, 126.90 feet to a point; thence
18. South 4 degrees, 34 minutes, 54 seconds, East, 102.66 feet to a point; thence
19. South 18 degrees, 53 minutes, 19 seconds, East, 153.81 feet to a point; thence
20. 661.35 feet along the arc of a curve to the left having a radius of 2331.83 feet and a chord bearing and distance of South 23 degrees, 17 minutes, 43 seconds East, 659.13 feet to a point; thence
21. South 11 degrees 38 minutes, 33 seconds, East, 54.50 feet to a point; thence

BOOK 530 PAGE 342

22. South 7 degrees, 11 minutes, 43 seconds, East, 15.70 feet to the point of beginning, containing 65.8779 acres of land.

As per survey of Toups & Loiederman, Registered Land Surveyors, dated May 1, 1972.

wh/acts4sns

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE

To Be Recorded In The Chattel Records of Anne Arundel County, Maryland And Among The Financing Statement Records Of The Department of Assessment And Taxation, Baltimore, Maryland.

FINANCING STATEMENT

- 1. Debtor: Washington Homes, Inc.
956 Chandler Court
Waldorf, Maryland 20601
- 2. Secured Party: Signet Bank/Virginia (and See Schedule C)
8330 Boone Boulevard
Vienna, Virginia 22180
- 3. Real Estate: The Fixtures described in Item 5 below
are affixed or to be affixed to the
following real estate:

See Attached Schedule A
- 4. Date: August 1, 1988
- 5. The Debtor grants to the Secured Party a security interest
in, and this Financing Statement covers:

See Attached Schedule B.

The proceeds and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

WASHINGTON HOMES, INC.
a Maryland corporation

RECORD FEE 61.00
POSTAGE .50

8325540 0055 R01 T17:19

By: _____

Name: _____

Title: _____

08/02/88

W/H

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Mark C. Dorigan, Esquire
McGUIRE, WOODS, BATTLE & BOOTHE
8280 Greensboro Drive
Suite 900, Tysons Corner
P. O. Box 9346
McLean, Virginia 22102

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to-wit:

I, _____, a Notary Public for the aforesaid
jurisdiction, do certify that _____
_____, a Maryland corporation, whose name is
signed to the foregoing instrument dated _____ has
acknowledged to me that he executed said instrument as the act
and deed of the corporation.

Given under my hand and official seal this ___ day of
_____, 1988.

Notary Public

My Commission expires: _____

SXM2006.FS

SCHEDULE B

Wherever located, whether now owned or hereafter acquired, together with all replacements therefor and proceeds (including, without limitation, insurance proceeds) thereof:

All of the Borrower's Accounts, Chattel Paper, Contracts, Contract Rights, Documents, Equipment, Fixtures, General Intangibles, Instruments and Inventory, including, without limitation those items listed on Schedule B-1 attached hereto and made a part hereof;

All records pertaining to the above.

SCHEDULE B-1

| <u>ASSET</u> | <u>DATE ACQUIRED</u> | <u>COST</u> | <u>LOCATION</u> |
|----------------------------------|----------------------|-------------|-----------------|
| IBM-PC-XT | 09/01/86 | 7,187.00 | 1 |
| XEROX 26E-212865 (TYPEWRITER) | 08/01/86 | 3,897.00 | 1 |
| ALLIED 38265 (TRAILER) | 12/01/75 | 4,050.00 | 1 |
| ZENITH COMPUTER | 01/01/83 | 4,879.42 | 1 |
| ZENITH COMPUTER | 07/01/83 | 8,244.94 | 1 |
| IBM COMPUTER | 11/01/84 | 9,380.00 | 2 |
| COMPUTER/ARCHITECTURE | 06/01/85 | 13,939.83 | 1 |
| IBM COMPUTER | 06/01/85 | 7,596.00 | 1 |
| IBM PC-XT | 09/01/86 | 7,187.00 | 1 |
| IBM PC/AT COMPUTER | 03/01/87 | 10,350.00 | 1 |
| COPIER SAVIN | 03/01/78 | 9,179.83 | 1 |
| SHARP COPIER | 03/01/83 | 7,476.00 | 1 |
| IBM TYPEWRITER | 08/10/80 | 2,300.00 | 1 |
| ROYAL TYPEWRITER | 11/01/83 | 2,395.00 | 1 |
| COPIER | 11/01/83 | 5,390.00 | 2 |
| ROYAL TYPEWRITER | 01/01/86 | 3,156.00 | 1 |
| PRINT MACHINE | 05/01/86 | 3,655.00 | 1 |
| XEROX 1040 COPIER | 11/19/86 | 7,144.30 | 2 |
| COPIER | 08/12/86 | 5,464.00 | 1 |

LOCATION CODES:

- (1) Corporate Office - Waldorf, Maryland
 (2) Northern Office - Millersville, Maryland

SCHEDULE C

SECURED PARTIES-continued

2. PACIFICORP CREDIT, INC.
111 S.W. Fifth Avenue, Suite 2800
P.O. Box 1531
Portland, Oregon 97204

3. CHARLESTON NATIONAL BANK
Charleston National Bank Plaza
P.O. Box 1113
Corner of Capital & Summers Streets
Charleston, West Virginia 25324

4. INVESTORS SAVINGS BANK, FSB
9201 Forest Hill Avenue
P.O. Box 36666
Richmond, Virginia 23235

5. GREYHOUND REAL ESTATE FINANCE CO.
111 West Clarendon
Suite 109
Phoenix, Arizona 85077

SXM2001.SCH

SCHEDULE AMd - 6 BOOK 530 PAGE 348
Being the following Lots in the "SHANNON SQUARE" subdivision
ANNE ARUNDEL County, Maryland, as per plat thereof recorded
in Plat Book 74, at plat 5.

| LOT# | SECTION |
|------|---------|
| 92 | 03 |
| 103 | 03 |

SCHEDULE A MD - 7

All of that lot, piece, or parcel of land in Anne Arundel County, Maryland being described as follows:

BEGINNING at a monument corner of Lot #8, Block K, of the subdivision known as Breezewood and running along a common line between the said subdivision South 66 degrees 14 minutes 20 seconds West 1295.10 feet to a stone; thence South 59 degrees, 22 minutes 40 seconds East 26.46 feet to a monument; thence South 49 degrees 17 minutes 40 seconds West 841.50 feet along a line of the Samuel Galloway property to a monument, North of Waugh Chapel Road; thence North 48 degrees 24 minutes 40 seconds West 110.58 feet to a P.K. nail set in Waugh Chapel Road; thence North 49 degrees 44 minutes 20 seconds East 968.71 feet to a monument; thence North 6 degrees 15 minutes 40 seconds West 908.35 feet to an iron stake; thence South 59 degrees 10 minutes 00 seconds East 70.08 feet to an iron stake; thence North 30 degrees 59 minutes 00 seconds East 202.50 feet to a monument; thence North 58 degrees 18 minutes 00 seconds West 202.02 feet to an iron stake along Patuxent Road; thence along said road North 30 degrees 32 minutes 00 seconds East 180.77 feet to an iron stake; thence leaving said road South 59 degrees 28 minutes 00 seconds East 145.17 feet to a monument; thence North 41 degrees 44 minutes 20 seconds East 175.48 feet to a main and common course with the Kertz property; thence with the line of the Kertz property South 43 degrees 14 minutes 40 seconds East 362.60 feet to a stake; thence South 48 degrees 05 minutes 20 seconds West 300.00 feet to a stake; thence South 43 degrees 14 minutes 40 seconds East 150.00 feet to a stake; thence North 48 degrees 05 minutes 20 seconds East 300.0 feet to a stake in the line of the Kertz property; thence with the line of said property South 43 degrees 14 minutes 40 seconds East 822.67 feet to the point of beginning--Containing 23.90 acres, more or less.

BEING the same parcel of ground described in Deed recorded in Liber 2519, folio 853.

SAVING AND EXCEPTING THEREFROM nevertheless, the Clem L. King, his heirs and assigns, as appurtenant to all and every part of the lot of ground described as containing 1.03 acres of land, more or less, the title to which has been reserved to Clem L. King, a general right of way and easement 30 foot wide extending in a generally southeasterly direction from the Patuxent Road (County Road) to the said lot of ground described as containing 1.03 acres, more or less, a portion of the southern most boundary of which said easement is the North 58 degrees 18 minutes 00 seconds West 202.02 foot line of the tract of ground described as

containing 23.90 acres, more or less, was conveyed from Clem L. King to Knollwood Homes, Inc., the Grantor herein, by deed dated April 27, 1971 and recorded among the Land Records of Anne Arundel County in Liber MSH 2405, folio 609 and hereby conveyed by the party of the first part to the party of the second part herein, which said southern most boundary extends in a generally southeast direction from the end of said North 58 degrees 18 minutes, 00 seconds West 202.02 foot line in a straight line until it touches the end of the South 48 degrees 5 minutes 20 seconds West 300.00 foot line of the same 23.90 acres, more or less, parcel hereby conveyed, which said easement and right of way shall be used for all purposes of ingress to and egress from the said lot of ground described as containing 1.03 acres, more or less, and may be utilized by Clem L. King and Washington Homes, Inc., their heirs, successors and assigns in common for the purpose of laying and installing every manner and kind of pipes, utility lines, apparatus and conduits, in, above, beneath the surface of said easement area.

wh/akingrsm

SCHEDULE A-MARYLAND

8

All that lot, piece or parcel of ground situate, lying and being in the Fourth Election District, Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a pin oak tree on the North edge of the County road from Waugh Chapel to Odonton, said point of beginning being at the beginning of the fourth line of the two and three-fourths acre conveyance from Philip A. Hammond to W. T. Joyce, as recorded in Liber S.H. No. 7, folio 436 on May 13, 1873, thence running with and bounding on said road and the third and part of the second lines of said conveyance, reversely as now surveyed, North 65 degrees 00 minutes West 713.62 feet and North 64 degrees 25 minutes West 164.4 feet, thence leaving said road running across the said two and three-fourths acre tract and also across the conveyance from said Hammond to Joyce, as recorded May 11, 1868, in Liber S.H. No. 2, folio 322, the following two courses and distances North 25 degrees 35 minutes East 1386.45 feet to a stake set South 80 degrees 15 minutes West 47.3 feet from a nail in the North side of a large white oak tree, and North 44 degrees 30 minutes East 1963 feet more or less, to intersect the end of the North 58 degrees 47 minutes West 132 foot line of the second mentioned conveyance, thence with the lines of said conveyance as therein described (with magnetic Meridian corrected to 1935) reversed, the following courses and distances; South 95 degrees 02 minutes East 132 feet, South 35 degrees 02 minutes East 99 feet, South 29 degrees 02 minutes East 165 feet, South 44 degrees 02 minutes East 132 feet, South 47 degrees 02 minutes East 165 feet, South 59 degrees 32 minutes East 198 feet, South 74 degrees 02 minutes East 165 feet and South 61 degrees 02 minutes East 132 feet to a stone on the highlands of one of the tributaries of Towser's Branch, thence South 49 degrees 15 minutes East 569.25 feet to intersect the center line of the old road from Waugh Chapel to Sappington Station, where said road crosses Towser's Branch; thence with said road, South 11 degrees 15 minutes West 270.6 feet, and South 14 degrees 15 minutes West 231 feet, thence leaving said road, South 9 degrees East 33 feet to Towser's Branch, thence with said branch, South 6 degrees 30 minutes East 198 feet, South 5 degrees West 429 feet, South 1 degree West 462 feet and South 4 degrees 30 minutes East 174.9 feet to a stone on the East side of said branch, thence South 75 degrees 45 minutes West 1463.9 feet to a stone in the division line between James Duvall and Philip A. Hammond, North 69 degrees 25 minutes West 610.5 feet to a stone the beginning of the two and three-fourths acre tract hereinbefore referred to, thence with the lines of said tract reversed, South 4 degrees 15 minutes East 119.62 feet to a stone and North 68 degrees 00 minutes West 466.12 feet to the beginning, as platted from surveys and deed description by Edward Hall, Jr., County Surveyor, in October, 1935. Containing 150 acres more or less.

SAVING AND EXCEPTING the 9.7437 acre tract conveyed by Mary Catherine Rieve, et al, to Baltimore Gas and Electric Company, in Deed dated July 26, 1961, recorded in Liber 1503 at folio 273 among the Land Records of Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a point in the center line of a proposed transmission line right of way, 150 feet wide; said point being in the

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fourth or north 44 degrees 30 minutes east 1963 feet, more or less, line described in that conveyance from R. Tilghman Drico, III, Assignee et al to Bernard J. Bertling and wife, by Deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H. II. No. 232, folio 392; said point of beginning being located north 37 degrees 20 minutes 30 seconds east 1243.55 feet measured along said fourth line from the beginning thereof; thence from the point of beginning so fixed, leaving said center line and binding on part of said fourth line, with meridian corrected, and binding on the common boundary line between the property of Joseph B. Edwards, Jr., and wife and property of the parties of the first part, north 37 degrees 20 minutes 30 seconds east 84.25 feet; thence leaving said fourth line and leaving said common boundary line and running parallel to and distant 75.00 feet northeasterly at right angles from said center line, south 25 degrees 33 minutes 50 seconds east 2872.77 feet to intersect the twenty-first or south 75 degrees 45 minutes west 1463.9 foot line described in the aforementioned conveyance to Bertling; thence binding on part of said twenty-first line, with meridian corrected and binding on the common boundary line between the property of the heirs of Isaac Silver and the property of the parties of the first part, south 68 degrees 06 minutes 50 seconds west 75.15 feet to intersect the center line of said proposed transmission line right of way, 150 feet wide; said last mentioned point being located north 68 degrees 06 minutes 50 seconds east 586.89 feet measured reversely along said twenty-first line from a stone found at the end thereof; thence leaving said center line and still binding on part of said twenty-first line, corrected as aforesaid, and still binding on said last mentioned common boundary line, south 68 degrees 06 minutes 50 seconds west 75.15 feet; thence leaving said twenty-first line and leaving said common boundary line, and running parallel to and distant 75.00 feet southwesterly at right angles from said center line, north 25 degrees 33 minutes 50 seconds west 2786.39 feet to intersect the aforementioned fourth or north 44 degrees 30 minutes east 1963 feet line, more or less, thence binding on part of said fourth line, corrected as aforesaid, and binding on said first mentioned common boundary line, north 37 degrees 20 minutes 30 seconds east 84.25 feet to the point of beginning. Containing 9.7437 acres of land, more or less.

AND SAVING AND EXCEPTING those four parcels of land acquired by the Board of Education in Arundel County by Inquisition in Law No. B-4920 and recorded in Liber 1983 at folio 63, being more particularly described as follows:

PARCEL ONE:

BEGINNING for the same at an iron pipe set at a point on and distant 203.10 feet from the beginning of the fifth or North 25 degrees 33 minutes 50 seconds West 2786.89 foot line of that parcel of land which by deed dated July 26, 1961, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L. N. P. 1503, folio 273 was granted and conveyed by Mary Catherine Rieve, et al, to Bankers Trust Company, Trustee, and Baltimore Gas and Electric Company, said point of beginning

Page 3

being on the Southwest side of the Baltimore Gas and Electric Company right of way, 150 feet wide, and running thence for three (3) new lines of division as now established and leaving the Fifth line as aforesaid North 79 degrees 43 minutes 49 seconds West 1377.08 feet to an iron pipe set, North 10 degrees 16 minutes 11 seconds East 760.32 feet to an iron pipe set, and South 79 degrees 43 minutes 49 seconds East 824.81 feet to an iron pipe set on the Fifth line of L. N. P. 1503, folio 273 as aforementioned, thence reversely with and binding on part of said Fifth line as aforementioned, South 25 degrees 43 minutes 35 seconds East 939.73 feet to the place of beginning, CONTAINING 19.22 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL TWO:

BEGINNING for the same on and distant 548.84 feet from a concrete monument found at the end of the Second or South 25 degrees 33 minutes 50 seconds East 2872.77 foot line of that parcel of land which by deed dated July 26, 1961, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L. N. P. 1503 at folio 273 was granted and conveyed by Mary Catherine Rieve, et al, to Bankers Trust Company, Trustee, and Baltimore Gas and Electric Company, and running thence with the North side of a twenty-five foot wide easement the following three (3) courses and distances, as now established, viz: North 82 degrees 53 minutes 33 seconds East 100.07 feet, South 71 degrees 09 minutes 40 seconds East 223.34 feet, and South 35 degrees 57 minutes 00 seconds East 252.45 feet, thence with the North side of a twenty (20) foot wide utility easement the following two (2) courses and distances, viz: South 85 degrees 34 minutes 07 seconds East 248.54 feet and parallel to, at 20.00 feet measured Northwesterly at right angles from the Fourth or North 72 degrees East 124 poles line of that parcel of land which by deed dated April 5, 1846 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber N. H. G. 5 at folio 461 was granted and conveyed by Philip A. Hammond, et al, to Cecelia Hammond, North 67 degrees 57 minutes 05 seconds East 293.11 feet to a point on and distant 20.30 feet from the end of the Twentieth or South 4 degrees 30 minutes East 174.9 foot line of that parcel of land which by deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. 232 at folio 392 was granted and conveyed by R. Tilghman Brice, III, et al, to Bernard J. Bertling and Gertrude Bertling, his wife, thence with and binding on part of said line, South 12 degrees 17 minutes 55 seconds East 20.30 feet to the end thereof, said point being the end of the Fourth line of N. H. G. 5 folio 461 as aforementioned, said point being also the Twenty-first line of J. H. H. 232 folio 392 as aforesaid, thence with and binding on part of said line being the South side of the aforementioned twenty (20) foot wide utility easement, South 67 degrees 57 minutes 05 seconds West 292.35 feet, thence continuing with said South side of the twenty (20) foot wide utility easement for a new line of division as now established North 85 degrees 34 minutes 07 seconds West 269.06 feet, thence with the South side of the twenty-

Page 4

five (25) foot wide utility easement as aforementioned the following three (3) courses and distances, viz: North 35 degrees 57 minutes 00 seconds West 249.52 feet, North 71 degrees 09 minutes 40 seconds West 209.64 feet, and South 92 degrees 55 minutes 33 seconds West 85.90 feet to a point on and distant 522.14 feet from a concrete monument found at the end of the Second line of L. N. P. 1503 folio 273 as aforementioned, thence with and binding on part of said line North 25 degrees 43 minutes 35 seconds West 26.40 feet to the place of beginning, CONTAINING 0.57 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL THREE:

BEGINNING for the same at an iron pipe set at the end of the First line of Parcel 1 described above and running thence reversely with part of said First line South 79 degrees 43 minutes 49 seconds East 40.70 feet thence leaving said Parcel 1 for a new line of division as now established South 20 degrees 53 minutes 08 seconds West 423.90 feet to the North side of Waugh Chapel Road, thirty (30) feet wide, thence with the North side of said Waugh Chapel Road North 68 degrees 32 minutes 25 seconds West 40.00 feet, thence leaving said Waugh Chapel Road and running with the West side of the forty (40) foot wide right of way North 20 degrees 53 minutes 08 seconds East 416.00 feet to the place of beginning, CONTAINING 0.39 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL FOUR:

BEGINNING for the same at an iron pipe set at the end of the Second line of Parcel 1 described above and running thence for four (4) new lines of division as now established, viz: North 79 degrees 43 minutes 49 seconds West 65.47 feet, 298.99 feet along the arc of a curve to the right having a radius of 280.00 feet and a chord bearing North 49 degrees 08 minutes 23 seconds West 284.98 feet, 256.74 feet along the arc of a curve to the left having a radius of 320.00 feet and a chord bearing North 41 degrees 32 minutes 02 seconds West 249.91 feet, and North 64 degrees 31 minutes 08 seconds West 145.69 feet to intersect the east end of Greyswood Road, fifty (50) feet wide, as shown on a plat of Maple Ridge, Section 3, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 32 at page 69, said point being on the outline of said Maple Ridge distant South 37 degrees 38 minutes 57 seconds West 5.11 feet from the North side of Greyswood Road as aforesaid, said point being on and distant North 37 degrees 38 minutes 57 seconds East 53.16 feet from the beginning of the Third or North 25 degrees 35 minutes East 1386.45 foot line of that parcel of land which by deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. 232 at folio 392 was granted and conveyed by R. Tilghman Brice, III, et al, to Bernard J. Bertling and Gertrude Bertling, his wife, thence with and binding on part of said line South 37 degrees 38 minutes 57 seconds West 40.92 feet, thence for four (4) new lines of division as now established being the South side of the forty (40) foot right of way now being described

Page 5

South 64 degrees 31 minutes 08 seconds East 154.31 feet, 224.65 feet along the arc of a curve to the right having a radius of 280.00 feet and a chord bearing South 41 degrees 32 minutes 02 seconds East 218.67 feet, 341.70 feet along the arc of a curve to the left having a radius of 320.00 feet and a chord bearing South 49 degrees 08 minutes 23 seconds East 325.70 feet, and South 73 degrees 43 minutes 49 seconds East 65.47 feet to intersect the Second line of Parcel 1 described above, thence with part of said line North 10 degrees 16 minutes 11 seconds East 40.00 feet to the place of beginning, CONTAINING 0.71 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

AA 40.86 ac
TO BE FOUR SEASONS, §15/16

SCHEDULE AMD - 10

Being the following Lots in the "BAY COUNTRY, Plat 1, Sec 1"
subdivision of ANNE ARUNDEL County, Maryland, as per plat
thereof recorded in Plat Book 72, at page 21.

| LOT# | SECTION |
|------|---------|
| 68 | 01 |
| 69 | 01 |

BOOK 530 PAGE 357

SCHEDULE AMd - 10-A

Being the following Lots in the "BAY COUNTRY" subdivision of ANNE ARUNDEL County, Maryland, as per plat thereof recorded in Plat Book 72, at plat 31.

| LOT# | SECTION |
|------|---------|
|------|---------|

| | |
|-----|--|
| 125 | |
|-----|--|

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE

To Be Recorded In The Chattel Records of Anne Arundel County, Maryland And Among The Financing Statement Records Of The Department of Assessment And Taxation, Baltimore, Maryland.

FINANCING STATEMENT

- 1. Debtor: Washington Homes, Inc.
955 Chandler Court
Waldorf, Maryland 20601
- 2. Secured Party: Signet Bank/Virginia (and See Schedule C)
8330 Boone Boulevard
Vienna, Virginia 22180
- 3. Real Estate: The Fixtures described in Item 5 below
are affixed or to be affixed to the
following real estate:

See Attached Schedule A
- 4. Date: August 1, 1988
- 5. The Debtor grants to the Secured Party a security interest
in, and this Financing Statement covers:

See Attached Schedule B.

| | |
|------------|-------|
| RECORD FEE | 61.00 |
| POSTAGE | .50 |

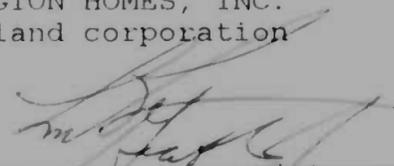
The proceeds and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

#325550 0055 R01 T17419

WASHINGTON HOMES, INC.
a Maryland corporation

By:



 Name: _____
 Title: _____

08/02/88

WHP

E

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Mark C. Dorigan, Esquire
McGUIRE, WOODS, BATTLE & BOOTHE
8280 Greensboro Drive
Suite 900, Tysons Corner
P. O. Box 9346
McLean, Virginia 22102

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to-wit:

I, _____, a Notary Public for the aforesaid
jurisdiction, do certify that _____
_____, a Maryland corporation, whose name is
signed to the foregoing instrument dated _____ has
acknowledged to me that he executed said instrument as the act
and deed of the corporation.

Given under my hand and official seal this ___ day of
_____, 1988.

Notary Public

My Commission expires: _____

SXM2006.FS

BOOK 530 PAGE 360

SCHEDULE B

Wherever located, whether now owned or hereafter acquired, together with all replacements therefor and proceeds (including, without limitation, insurance proceeds) thereof:

All of the Borrower's Accounts, Chattel Paper, Contracts, Contract Rights, Documents, Equipment, Fixtures, General Intangibles, Instruments and Inventory, including, without limitation those items listed on Schedule B-1 attached hereto and made a part hereof;

All records pertaining to the above.

SCHEDULE B-1

| <u>ASSET</u> | <u>DATE ACQUIRED</u> | <u>COST</u> | <u>LOCATION</u> |
|----------------------------------|----------------------|-------------|-----------------|
| IBM-PC-XT | 09/01/86 | 7,187.00 | 1 |
| XEROX 26E-212865 (TYPEWRITER) | 08/01/86 | 3,897.00 | 1 |
| ALLIED 38265 (TRAILER) | 12/01/75 | 4,050.00 | 1 |
| ZENITH COMPUTER | 01/01/83 | 4,879.42 | 1 |
| ZENITH COMPUTER | 07/01/83 | 8,244.94 | 1 |
| IBM COMPUTER | 11/01/84 | 9,380.00 | 2 |
| COMPUTER/ARCHITECTURE | 06/01/85 | 13,939.83 | 1 |
| IBM COMPUTER | 06/01/85 | 7,596.00 | 1 |
| IBM PC-XT | 09/01/86 | 7,187.00 | 1 |
| IBM PC/AT COMPUTER | 03/01/87 | 10,350.00 | 1 |
| COPIER SAVIN | 03/01/78 | 9,179.83 | 1 |
| SHARP COPIER | 03/01/83 | 7,476.00 | 1 |
| IBM TYPEWRITER | 08/10/80 | 2,300.00 | 1 |
| ROYAL TYPEWRITER | 11/01/83 | 2,395.00 | 1 |
| COPIER | 11/01/83 | 5,390.00 | 2 |
| ROYAL TYPEWRITER | 01/01/86 | 3,156.00 | 1 |
| PRINT MACHINE | 05/01/86 | 3,655.00 | 1 |
| XEROX 1040 COPIER | 11/19/86 | 7,144.30 | 2 |
| COPIER | 08/12/86 | 5,464.00 | 1 |

LOCATION CODES:

- (1) Corporate Office - Waldorf, Maryland
- (2) Northern Office - Millersville, Maryland

530 361A

SCHEDULE C

SECURED PARTIES-continued

2. PACIFICORP CREDIT, INC.
111 S.W. Fifth Avenue, Suite 2800
P.O. Box 1531
Portland, Oregon 97204

3. CHARLESTON NATIONAL BANK
Charleston National Bank Plaza
P.O. Box 1113
Corner of Capital & Summers Streets
Charleston, West Virginia 25324

4. INVESTORS SAVINGS BANK, FSB
9201 Forest Hill Avenue
P.O. Box 36666
Richmond, Virginia 23235

5. GREYHOUND REAL ESTATE FINANCE CO.
111 West Clarendon
Suite 109
Phoenix, Arizona 85077

SXM2001.SCH

SCHEDULE AMD - 6 5:30 P.M. 362
Being the following Lots in the "SHANNON SQUARE" subdivision
ANNE ARUNDEL County, Maryland, as per plat thereof recorded
in Flat Book 74, at plat 5.

| LOT# | SECTION |
|------|---------|
| 92 | 03 |
| 103 | 03 |

SCHEDULE A MD - 7

All of that lot, piece, or parcel of land in Anne Arundel County, Maryland being described as follows:

BEGINNING at a monument corner of Lot #8, Block K, of the subdivision known as Breezewood and running along a common line between the said subdivision South 66 degrees 14 minutes 20 seconds West 1295.10 feet to a stone; thence South 59 degrees, 22 minutes 40 seconds East 26.46 feet to a monument; thence South 49 degrees 17 minutes 40 seconds West 841.50 feet along a line of the Samuel Galloway property to a monument, North of Waugh Chapel Road; thence North 48 degrees 24 minutes 40 seconds West 110.58 feet to a P.K. nail set in Waugh Chapel Road; thence North 49 degrees 44 minutes 20 seconds East 968.71 feet to a monument; thence North 6 degrees 15 minutes 40 seconds West 908.35 feet to an iron stake; thence South 59 degrees 10 minutes 00 seconds East 70.08 feet to an iron stake; thence North 30 degrees 59 minutes 00 seconds East 202.50 feet to a monument; thence North 58 degrees 18 minutes 00 seconds West 202.02 feet to an iron stake along Patuxent Road; thence along said road North 30 degrees 32 minutes 00 seconds East 180.77 feet to an iron stake; thence leaving said road South 59 degrees 28 minutes 00 seconds East 145.17 feet to a monument; thence North 41 degrees 44 minutes 20 seconds East 175.48 feet to a main and common course with the Kertz property; thence with the line of the Kertz property South 43 degrees 14 minutes 40 seconds East 362.60 feet to a stake; thence South 48 degrees 05 minutes 20 seconds West 300.00 feet to a stake; thence South 43 degrees 14 minutes 40 seconds East 150.00 feet to a stake; thence North 48 degrees 05 minutes 20 seconds East 300.0 feet to a stake in the line of the Kertz property; thence with the line of said property South 43 degrees 14 minutes 40 seconds East 822.67 feet to the point of beginning--Containing 23.90 acres, more or less.

BEING the same parcel of ground described in Deed recorded in Liber 2519, folio 853.

SAVING AND EXCEPTING THEREFROM nevertheless, the Clem L. King, his heirs and assigns, as appurtenant to all and every part of the lot of ground described as containing 1.03 acres of land, more or less, the title to which has been reserved to Clem L. King, a general right of way and easement 30 foot wide extending in a generally southeasterly direction from the Patuxent Road (County Road) to the said lot of ground described as containing 1.03 acres, more or less, a portion of the southern most boundary of which said easement is the North 58 degrees 18 minutes 00 seconds West 202.02 foot line of the tract of ground described as

containing 23.90 acres, more or less, was conveyed from Clem L. King to Knollwood Homes, Inc., the Grantor herein, by deed dated April 27, 1971 and recorded among the Land Records of Anne Arundel County in Liber MSH 2405, folio 609 and hereby conveyed by the party of the first part to the party of the second part herein, which said southern most boundary extends in a generally southeast direction from the end of said North 58 degrees 18 minutes, 00 seconds West 202.02 foot line in a straight line until it touches the end of the South 48 degrees 5 minutes 20 seconds West 300.00 foot line of the same 23.90 acres, more or less, parcel hereby conveyed, which said easement and right of way shall be used for all purposes of ingress to and egress from the said lot of ground described as containing 1.03 acres, more or less, and may be utilized by Clem L. King and Washington Homes, Inc., their heirs, successors and assigns in common for the purpose of laying and installing every manner and kind of pipes, utility lines, apparatus and conduits, in, above, beneath the surface of said easement area.

wh/akingrsm

All that lot, piece or parcel of ground situate, lying and being in the Fourth Election District, Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a pin oak tree on the North edge of the County road from Waugh Chapel to Odonton, said point of beginning being at the beginning of the fourth line of the two and three-fourths acre conveyance from Phillip A. Hammond to W. T. Joyce, as recorded in Liber S.H. No. 7, folio 436 on May 13, 1873, thence running with and bounding on said road and the third and part of the second lines of said conveyance, reversely as now surveyed, North 65 degrees 00 minutes West 713.62 feet and North 64 degrees 25 minutes West 164.4 feet, thence leaving said road running across the said two and three-fourths acre tract and also across the conveyance from said Hammond to Joyce, as recorded May 11, 1868, in Liber S.H. No. 2, folio 322, the following two courses and distances North 25 degrees 35 minutes East 1386.45 feet to a stake set South 80 degrees 15 minutes West 47.3 feet from a nail in the North side of a large white oak tree, and North 44 degrees 30 minutes East 1963 feet more or less, to intersect the end of the North 58 degrees 47 minutes West 132 foot line of the second mentioned conveyance, thence with the lines of said conveyance as therein described (with magnetic Meridian corrected to 1935) reversed, the following courses and distances; South 55 degrees 02 minutes East 132 feet, South 35 degrees 02 minutes East 99 feet, South 29 degrees 02 minutes East 165 feet, South 44 degrees 02 minutes East 132 feet, South 47 degrees 02 minutes East 165 feet, South 59 degrees 32 minutes East 198 feet, South 74 degrees 02 minutes East 165 feet and South 61 degrees 02 minutes East 132 feet to a stone on the highlands of one of the tributaries of Towser's Branch, thence South 49 degrees 15 minutes East 569.25 feet to intersect the center line of the old road from Waugh Chapel to Sappington Station, where said road crosses Towser's Branch; thence with said road, South 11 degrees 15 minutes West 270.6 feet, and South 14 degrees 15 minutes West 231 feet, thence leaving said road, South 9 degrees East 33 feet to Towser's Branch, thence with said branch, South 6 degrees 30 minutes East 198 feet, South 5 degrees West 429 feet, South 1 degree West 462 feet and South 4 degrees 30 minutes East 174.9 feet to a stone on the East side of said branch, thence South 75 degrees 45 minutes West 1463.9 feet to a stone in the division line between James Duvall and Phillip A. Hammond, North 69 degrees 25 minutes West 610.5 feet to a stone the beginning of the two and three-fourths acre tract hereinbefore referred to, thence with the lines of said tract reversed, South 4 degrees 15 minutes East 119.62 feet to a stone and North 68 degrees 00 minutes West 466.12 feet to the beginning, as platted from surveys and deed description by Edward Hall, Jr., County Surveyor, in October, 1935. Containing 150 acres more or less.

SAVING AND EXCEPTING the 9.7437 acre tract conveyed by Mary Catherine Rieve, et al, to Baltimore Gas and Electric Company, in Deed dated July 26, 1961, recorded in Liber 1503 at folio 273 among the Land Records of Anne Arundel County, Maryland, being more particularly described as follows:

BEGINNING for the same at a point in the center line of a proposed transmission line right of way, 150 feet wide; said point being in the

Page 2

fourth or north 44 degrees 30 minutes east 1963 foot, more or less, line described in that conveyance from R. Tillman Brice, III, Assignee et al to Bernard J. Bertling and wife, by Deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H. L. No. 232, folio 392; said point of beginning being located north 37 degrees 20 minutes 30 seconds east 1243.55 feet measured along said fourth line from the beginning thereof; thence from the point of beginning so fixed, leaving said center line and binding on part of said fourth line, with meridian corrected, and binding on the common boundary line between the property of Joseph B. Edwards, Jr., and wife and property of the parties of the first part, north 37 degrees 20 minutes 30 seconds east 84.25 feet; thence leaving said fourth line and leaving said common boundary line and running parallel to and distant 75.00 feet northeasterly at right angles from said center line, south 25 degrees 33 minutes 50 seconds east 2872.77 feet to intersect the twenty-first or south 75 degrees 45 minutes west 1463.9 foot line described in the aforementioned conveyance to Bertling; thence binding on part of said twenty-first line, with meridian corrected and binding on the common boundary line between the property of the heirs of Isaac Silver and the property of the parties of the first part, south 68 degrees 06 minutes 50 seconds west 75.15 feet to intersect the center line of said proposed transmission line right of way, 150 feet wide; said last mentioned point being located north 68 degrees 06 minutes 50 seconds east 586.89 feet measured reversely along said twenty-first line from a stone found at the end thereof; thence leaving said center line and still binding on part of said twenty-first line, corrected as aforesaid, and still binding on said last mentioned common boundary line, south 68 degrees 06 minutes 50 seconds west 75.15 feet; thence leaving said twenty-first line and leaving said common boundary line, and running parallel to and distant 75.00 feet southwesterly at right angles from said center line, north 25 degrees 33 minutes 50 seconds west 2786.39 feet to intersect the aforementioned fourth or north 44 degrees 30 minutes east 1963 foot line, more or less, thence binding on part of said fourth line, corrected as aforesaid, and binding on said first mentioned common boundary line, north 37 degrees 20 minutes 30 seconds east 84.25 feet to the point of beginning. Containing 9.7437 acres of land, more or less.

AND SAVING AND EXCEPTING those four parcels of land acquired by the Board of Education in Arundel County by Inquisition in Law No. B-4920 and recorded in Liber 1983 at folio 63, being more particularly described as follows:

PARCEL ONE:

BEGINNING for the same at an iron pipe set at a point on and distant 203.10 feet from the beginning of the fifth or North 25 degrees 33 minutes 50 seconds West 2786.89 feet line of that parcel of land which by deed dated July 26, 1961, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L. N. P. 1503, folio 273 was granted and conveyed by Mary Catherine Rieve, et al, to Bankers Trust Company, Trustee, and Baltimore Gas and Electric Company, said point of beginning

Page 3

being on the Southwest side of the Baltimore Gas and Electric Company right of way, 150 foot wide, and running thence for three (3) new lines of division as now established and leaving the Fifth line as aforesaid North 79 degrees 43 minutes 49 seconds West 1377.08 feet to an iron pipe set, North 10 degrees 16 minutes 11 seconds East 760.32 feet to an iron pipe set, and South 79 degrees 43 minutes 49 seconds East 824.81 feet to an iron pipe set on the Fifth line of L. N. P. 1503, folio 273 as aforementioned, thence reversely with and binding on part of said Fifth line as aforementioned, South 25 degrees 43 minutes 35 seconds East 939.73 feet to the place of beginning, CONTAINING 19.22 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL TWO:

BEGINNING for the same on and distant 548.84 feet from a concrete monument found at the end of the Second or South 25 degrees 33 minutes 50 seconds East 2872.77 foot line of that parcel of land which by deed dated July 26, 1961, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L. N. P. 1503 at folio 273 was granted and conveyed by Mary Catherine Rieve, et al, to Bankers Trust Company, Trustee, and Baltimore Gas and Electric Company, and running thence with the North side of a twenty-five foot wide easement the following three (3) courses and distances, as now established, viz: North 82 degrees 55 minutes 33 seconds East 100.07 feet, South 71 degrees 09 minutes 40 seconds East 223.34 feet, and South 35 degrees 57 minutes 00 seconds East 252.45 feet, thence with the North side of a twenty (20) foot wide utility easement the following two (2) courses and distances, viz: South 85 degrees 34 minutes 07 seconds East 248.54 feet and parallel to, at 20.00 feet measured Northwesterly at right angles from the Fourth or North 72 degrees East 124 poles line of that parcel of land which by deed dated April 5, 1846 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber N. H. G. 5 at folio 461 was granted and conveyed by Phillip A. Hammond, et al, to Cecelia Hammond, North 67 degrees 57 minutes 05 seconds East 293.11 feet to a point on and distant 20.30 feet from the end of the Twentieth or South 4 degrees 30 minutes East 174.9 foot line of that parcel of land which by deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. 232 at folio 392 was granted and conveyed by R. Tilghman Brice, III, et al, to Bernard J. Bertling and Gertrude Bertling, his wife, thence with and binding on part of said line, South 12 degrees 17 minutes 55 seconds East 20.30 feet to the end thereof, said point being the end of the Fourth line of N. H. G. 5 folio 461 as aforementioned, said point being also the Twenty-first line of J. H. H. 232 folio 392 as aforesaid, thence with and binding on part of said line being the South side of the aforementioned twenty (20) foot wide utility easement, South 67 degrees 57 minutes 05 seconds West 292.35 feet, thence continuing with said South side of the twenty (20) foot wide utility easement for a new line of division as now established North 85 degrees 34 minutes 07 seconds West 269.06 feet, thence with the South side of the twenty-

Page 4

five (25) foot wide utility easement as aforementioned the following three (3) courses and distances, viz: North 35 degrees 57 minutes 00 seconds West 249.52 feet, North 71 degrees 09 minutes 40 seconds West 209.64 feet, and South 92 degrees 55 minutes 33 seconds West 85.90 feet to a point on and distant 522.44 feet from a concrete monument found at the end of the Second line of L. N. P. 1503 folio 273 as aforementioned, thence with and binding on part of said line North 25 degrees 43 minutes 35 seconds West 26.40 feet to the place of beginning, CONTAINING 0.57 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL THREE:

BEGINNING for the same at an iron pipe set at the end of the First line of Parcel 1 described above and running thence reversely with part of said First line South 79 degrees 43 minutes 49 seconds East 40.70 feet thence leaving said Parcel 1 for a new line of division as now established South 20 degrees 53 minutes 08 seconds West 423.90 feet to the North side of Waugh Chapel Road, thirty (30) feet wide, thence with the North side of said Waugh Chapel Road North 68 degrees 32 minutes 25 seconds West 40.00 feet, thence leaving said Waugh Chapel Road and running with the West side of the forty (40) foot wide right of way North 20 degrees 53 minutes 08 seconds East 416.00 feet to the place of beginning, CONTAINING 0.39 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

PARCEL FOUR:

BEGINNING for the same at an iron pipe set at the end of the Second line of Parcel 1 described above and running thence for four (4) new lines of division as now established, viz: North 79 degrees 43 minutes 49 seconds West 65.47 feet, 298.99 feet along the arc of a curve to the right having a radius of 280.00 feet and a chord bearing North 49 degrees 08 minutes 23 seconds West 284.98 feet, 256.74 feet along the arc of a curve to the left having a radius of 320.00 feet and a chord bearing North 41 degrees 32 minutes 02 seconds West 249.91 feet, and North 64 degrees 31 minutes 08 seconds West 145.69 feet to intersect the east end of Greyswood Road, fifty (50) feet wide, as shown on a plat of Maple Ridge, Section 3, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 32 at page 69, said point being on the outline of said Maple Ridge distant South 37 degrees 38 minutes 57 seconds West 5.11 feet from the North side of Greyswood Road as aforesaid, said point being on and distant North 37 degrees 38 minutes 57 seconds East 53.16 feet from the beginning of the Third or North 25 degrees 35 minutes East 1386.45 foot line of that parcel of land which by deed dated February 27, 1941, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 232 at folio 392 was granted and conveyed by R. Tilghman Brice, III, et al, to Bernard J. Bertling and Gertrude Bertling, his wife, thence with and binding on part of said line South 37 degrees 38 minutes 57 seconds West 40.92 feet, thence for four (4) new lines of division as now established being the South side of the forty (40) foot right of way now being described

Page 5

South 64 degrees 31 minutes 08 seconds East 154.31 feet, 224.65 feet along the arc of a curve to the right having a radius of 280.00 feet and a chord bearing South 41 degrees 32 minutes 02 seconds East 218.67 feet, 341.70 feet along the arc of a curve to the left having a radius of 320.00 feet and a chord bearing South 49 degrees 08 minutes 23 seconds East 325.70 feet, and South 73 degrees 43 minutes 49 seconds East 65.47 feet to intersect the Second line of Parcel 1 described above, thence with part of said line North 10 degrees 16 minutes 11 seconds East 40.00 feet to the place of beginning, CONTAINING 0.71 acres of land, more or less, as surveyed by C. D. Messick, Jr., & Associates, Inc.

AA 40.86 ac
TO BE FOUR SEASONS, § 15/16

BOOK 530 PAGE 370

SCHEDULE Amd - 10

Being the following Lots in the "BAY COUNTRY, Plat 1, Sec 1"
subdivision of ANNE ARUNDEL County, Maryland, as per plat
thereof recorded in Plat Book 72, at page 21.

| LOT# | SECTION |
|------|---------|
| 68 | 01 |
| 69 | 01 |

BOOK 530 PAGE 371

SCHEDULE Amd - 10-A

Being the following Lots in the "BAY COUNTRY" subdivision of ANNE ARUNDEL County, Maryland, as per plat thereof recorded in Flat Book 72, at plat 31.

| LOT# | SECTION |
|------|---------|
|------|---------|

| | |
|-----|--|
| 125 | |
|-----|--|

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (OR ASSIGNOR) and Address(es)

LESTER H. SHOR
c/o Annapolis Ramada Inn
173 Jennifer Road
Annapolis, Maryland 21401

2. A. SECURED PARTY (OR ASSIGNEE) and Address

GIBRALTAR FEDERAL SAVINGS BANK, F.S.B.
107 Ridgely Avenue
Annapolis, Maryland 21401

B. ASSIGNEE OF SECURED PARTY (if any) and Address

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

All right, title and interest of Debtor in and to a Note dated June 22, 1988 in the amount of \$150,000.00, from Richard J. Hinton to Rene-Les Partnership, which said Note has been assigned from Rene-Les Partnership to Gibraltar Federal Savings Bank, F.S.B.

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: NONE

6. This transaction is exempt from the recordation tax.

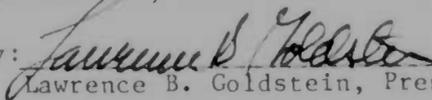
7. Return to:

Lawrence B. Goldstein, Chartered
Post Office Box 291
Annapolis, Maryland 21404

DEBTOR:

 (SEAL)
Lester H. Shor

GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC.

By:  (SEAL)
Lawrence B. Goldstein, President

RECORD FEE 21.00
POSTAGE .50
#325670 0345 R01 T09#07
08/03/88

21
✓

EXHIBIT "A"
DEED OF TRUST NOTE

BOOK 530 PAGE 373

\$150,000.00

State of Maryland
June 22, 1988

FOR VALUE RECEIVED, Richard J. Hindin ("Maker") promises to pay to the order of Rene-Les Partnership, a Maryland general partnership ("Payee") the principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00), together with accrued interest, at the rate hereinafter set forth, on the unpaid principal balance hereof, from the date of this Note until the date the entire principal sum payable hereunder shall have been paid in full. Interest and principal shall be payable as set forth hereinbelow.

The unpaid principal balance shall bear interest at a rate equal to nine percent (9%) per annum. Accrued interest shall be paid in monthly installments of One Thousand One Hundred Twenty Five Dollars (\$1,125.00) each, commencing on the 22nd day of July, 1988 and continuing on the 22nd day of each month thereafter until this note has been fully paid.

This Note shall be payable interest only until June 22, 1991, at which time the principal balance plus accrued interest shall be fully due and payable.

If default is made in the payment of any installment of interest due, and the same remains unpaid for a period of ten (10) days after the Maker has received written notice of default, the unpaid principal balance, together with accrued interest,

shall immediately become due and payable at the option of the holder of this Note.

The unpaid principal balance may be prepaid by the Maker in whole at any time, or in part, from time to time, without penalty. All such prepayments shall be applied first to the payment of accrued interest, and then to unpaid principal.

This Note is secured by a Deed of Trust of even date herewith executed and delivered by the Maker conveying to Edward O. Wayson, Jr. and Stanley J. Klos, Trustees, certain real property situate in Anne Arundel County, Maryland, as more particularly described in Exhibit B to said Deed of Trust. The terms, covenants and provisions of the aforesaid Deed of Trust are hereby incorporated in this Note by reference.

Notwithstanding any provision herein, or in the Deed of Trust, the total liability for payments in the nature of interest shall not exceed the limits imposed by the usury laws of the State of Maryland. If by reason of the acceleration of the unpaid principal balance of this Note for any cause, or if, for any other reason, interest in excess of the highest rate legally permissible in the State of Maryland shall at any time be paid, any such excess shall constitute payment of the principal due hereunder.

The Maker shall enjoy the right of offset set forth in that certain Letter Agreement of even date herewith executed by the Payee in favor of the Grantor.

This Note is to be construed and enforced according to the laws of the State of Maryland.

All notices required to be given hereunder shall be in writing and shall be deemed duly given if and when such notice is either personally delivered or mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, first class, to the following addresses:

Maker

Mr. Richard J. Hindin
Canterbury Tales, Inc.
544 Herndon Parkway
Herndon, Virginia 22070

with a copy (which shall not constitute notice) to:

Howard J. Ross, Esq.
Silver, Freedman & Taff
1735 Eye Street, N.W.
Eleventh Floor
Washington, D.C. 20006

Payee

Mr. Lester Shor
General Partner
Rene-Les Partnership
173 Jennifer Road
Annapolis, Maryland 21401

WITNESS:

Howard J. Ross

MAKER:

Richard J. Hindin
Richard J. Hindin

CERTIFICATION

THIS IS TO CERTIFY that this is the Promissory Note described in and secured by that certain Deed of Trust, bearing even date herewith, from the Maker of this Note to Stanley J. Klos

and Edward O. Wayson, Jr., Trustees, conveying certain property (described in said Deed of Trust) situate in Anne Arundel County, Maryland, said Deed of Trust and this Promissory Note having been executed in my presence.

Susan A. Byrne
Notary Public

My commission expires:

My Commission Expires July 11, 1992

FOR VALUE RECEIVED, the within Note is hereby assigned by RENE-LES PARTNERSHIP unto GIBRALTAR FEDERAL SAVINGS BANK, F.S.B., this 27th day of July, 1988.

RENE-LES PARTNERSHIP

By: Lester H. Shor (SEAL)
Lester H. Shor, Partner

THIS AGREEMENT, made this nineteenth day of January, 1988, by and between RARE, Incorporated, party of the first part, hereinafter, called LENDER, and RESTCO, Incorporated and BONNIE BURRELL, parties of the second part, hereinafter called BORROWERS:

WITNESSETH, that said LENDER, for and in consideration of (10) Ten Shares of RESTCO, INC. Capital stock, to be held by LENDER until loan is paid in full, lends \$120,000.00 Twenty Thousand Dollars to said BORROWERS for a term of Eleven months and Twelve days.

BORROWERS AGREE: To pay said LENDER the sum of \$125,000.00 Twenty-Five Thousand Dollars at the end of this term, being December 31, 1988.

IT IS FURTHER AGREED: That in the event the aforesaid Loan, shall not be paid within aforesaid due date, BORROWERS to remain answerable for all expenses incurred to collect above Loan.

RECORD FEE 12.00
POSTAGE .50

#325730 C345 R01 T10#14

01/03/88

Bonnie Burrell President
Restco Inc.
RESTCO, INC. BORROWER

Frances M. Prout Secretary
RARE INC. LENDER

Bonnie Burrell
BONNIE BURRELL BORROWER

W R Rutan
WILLIAM R. RUTAN PRESIDENT

Lillian L. Sneed
LILLIAN L. SNEED VICE-PRESIDENT

Frances M. Prout
FRANCES M. PROUT SECY-TREASURER

Paul P. Huff SEAL
NOTARY

My Commission Expires *July 1*, 1990.



12-
50

Mail to *RARE INC*

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 7/29/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE DAY, JR.

Address 48 HILLS RD., SEVERNA PARK, MD 21146

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.

Address 41 DEFENSE HWY.

ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
RECORDED COPY FOR 110-101
08/03/86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - USED KUBOTA TRACTOR LOADER BACKHOE MN# L295DT S/N11456

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400 - 814892

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

George Day, Jr.
(Signature of Debtor)

GEORGE DAY, JR

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] SECY-TRAS
(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.

Type or Print Above Signature on Above Line



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NAP Equipment Company
Address 845 Holly Drive, South Annapolis, MD 20014

2. SECURED PARTY

Name Elliott & Frantz Inc.
Address 450 E. Church Road King of Prussia, PA 19406

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"This is a Lease Transaction that Elliott & Frantz has a security interest in, both the right to receive rental payments under the lease (and all other payments) and in the revisionary interest in the underlying equipment."

E-9975 EX270C S/N 158-5330

RECORD FEE 11.00
STORAGE .50
\$10.000 UTT 004 71.105
00-03-00

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]

(Signature of Debtor)

NAP Equipment Company

Type or Print Above Name on Above Line

(Signature of Debtor)

NAP Equipment Company

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

Charles F. Palmer, Jr. Treasurer

Type or Print Above Signature on Above Line

1150

11 58

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lonergan's Charter Service, Inc.

Address 1109 Boucher Avenue, Annapolis, Maryland 21403

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

RECORD FEE 11.00
POSTAGE .50
11:06

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lonergan's Charter Service, Inc.

John J. Lonergan Sr. Pres.
(Signature of Debtor)

John J. Lonergan Sr. Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W. R. Brown
(Signature of Secured Party)

W. R. Brown, A.V.P.
Type or Print Above Signature on Above Line

11.58

11/03/88
↓

Schedule A

Three (3) 1987 International Model 1853 school buses S/N 1HVLPFCFNXHH488541, 1HVLPFCFN1HH488542, 1HVLPFCFN8HH488540, with 66 passenger Thomas school bus bodies.

(1) 1987 International Model 1853 school bus with a 66 passenger Thomas school bus body. S/N 1HVLPHYN8HHA19056

(3) 1986 International Model 1853 school buses with 66 passenger Thomas school bus bodies. S/N 1HVLPHYN3GHA57860
S/N 1HVLPHYN8GHA57871
S/N 1HVLPHYN2GHA57865

(1) 1985 International Model 1853 school bus with a 66 passenger Thomas school bus body. S/N 1HVLPHYN4FHA28107

(1) 1984 International Model 1853 school bus with a 66 passenger Thomas school bus body. S/N 1HVLPHYN8EHA47175

(1) 1983 International Model 1853 school bus with a 66 passenger Thomas school bus body. S/N 1HVBA1851DHA23657

(2) 1978 International Model 1703 school buses with 66 passenger Thomas school bus bodies. S/N D0822HHB32652
S/N D0822HHB32647

(1) 1977 International Model 1703 school bus with a 66 passenger Thomas school bus body. S/N D0822GHB23102

(1) 1985 Cadillac Eldorado two door sedan S/N 1G6EL5788FE665927

(1) 1988 Ford Model F250 4 x 4 pick-up truck S/N 1FTHF26M7JNA21696

9072

BOOK 530 PAGE 382

274011

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

James R. Batchelor T/A
Batchelor Excavating
111 Maryland Avenue
Edgewater, MD 21037
M-32987-1

(2) Secured Party(ies) (Name(s) And Address(es))

ALBAN TRACTOR CO. INC.
P. O. BOX 9595
BALTIMORE, MD. 21237

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

RECORD FEE 12.00

POSTAGE .50

#10790 0777 004 110109

02/03/08

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

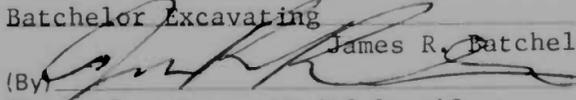
One (1) New Caterpillar Model #953LGP Track Loader S/N 20Z01968

"NOT SUBJECT TO RECORDATION TAX"
M. SUTTLE

Products of the Collateral Are Also Covered.

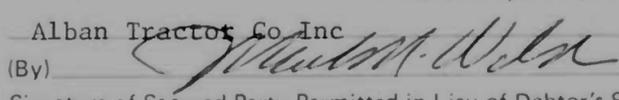
(6) Signatures: Debtor(s)

James R. Batchelor T/A
Batchelor Excavating

(By)  James R. Batchelor, Owner

Secured Party(ies) [or Assignees]

Alban Tractor Co Inc

(By) 

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Office Copy - Retained

UCC-1

274042

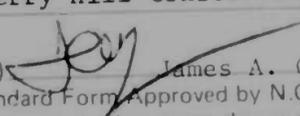
BOOK 530 PAGE 383

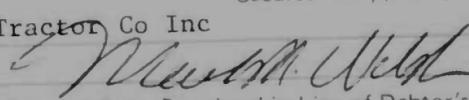
| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | | No of Additional Sheets Presented |
| (1) Debtor(s) (Last Name First) and Address(es) Cherry Hill Construction, Inc 8170 Mission Road Jessup, MD 20794 M-32872-1 | (2) Secured Party(ies) (Name(s) And Address(es)) ALBAN TRACTOR CO. INC. P. O. BOX 9595 BALTIMORE, MD. 21237 | RECORD FEE 11.00 POSTAGE .50 #107040 CT77 R04 110408 (98/01/08) For Filing Officer |
| (3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5). | (4) Assignee(s) of Secured Party, Address(es): | |

(5) This Financing Statement Covers the Following types [or items] of property.
One (1) New Caterpillar Model #D6HLGP ~~XXXXX~~ Tractor S/N 3YG00361

"NOT SUBJECT TO RECORDATION TAX"
M. SUTTLE

XX Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)
Cherry Hill Construction Inc.
(By)  James A. Openshaw, Jr./President
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]
Alban Tractor Co Inc
(By) 
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Office Copy - Retained

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | | No. of Additional Sheets Presented |
| (1) Debtor(s) (Last Name First) and Address(es): Arundel Structures, Inc 1327 Ashton Road Hanover, MD 21076 M-33229-1 | (2) Secured Party(ies) (Name(s) And Address(es)): ALBAN TRACTOR CO. INC. P. O. BOX 9595 BALTIMORE, MD. 21237 | RECORD FEE 11.00 POSTAGE .50 #107030 0777 004 110407 08/03/08 |
| (3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5). | (4) Assignee(s) of Secured Party, Address(es) | For Filing Officer |
| (5) This Financing Statement Covers the Following types [or items] of property: One (1) New Caterpillar Model #953LGP Track Loader S/N 20Z02161 | | |
| "NOT SUBJECT TO RECORDATION TAX" M. SUTTLE | | |
| A.A. | | |
| <input checked="" type="checkbox"/> Products of the Collateral Are Also Covered. | | |
| (6) Signatures: Debtor(s) Arundel Structures, Inc. (By) <i>William Forthofer, President</i> Standard Form Approved by N.C. Sec. of State and other states shown above. (11 Filing Office Copy - Non-filing) | Secured Party(ies) [or Assignees] Alban Tractor Co Inc (By) <i>Mark M. Wells</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2) | UCC-1 |

BOOK 530 PAGE 385

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

The Kellington Associates
Limited Partnership
(formerly Kellington Limited
Partnership)
7779 New York Lane
Glen Burnie, Maryland 21061
Attn: Leonard J. Attman, General
Partner

2. Secured Party(ies) and address(es)

Equitable Bank, National Associ-
ation
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance
Department

For Filing Officer (Date, Time and Filing
Office)

4. This statement refers to original Financing Statement bearing File No. ^{BAB} ID# 255139
~~Financing~~ and Records Of Anne Liber 481; Folio 259
Filed with Arundel County, MD Date Filed January 8 1985

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Equitable Bank, National Association

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: William E. Gray
Vice President Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

WILLIAM E. GRAY

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Anne Arundel County, Maryland
Arundel Center
Annapolis, Maryland 21401
Attn: Director of Administration

2. Secured Party(ies) and address(es)
Equitable Bank, National
Association
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance
Department

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 11.00
NOTARIAL FEE 5.00
TOTAL FILING FEE 16.00
JAN 13 1985

13

4. This statement refers to original Financing Statement bearing File No. Liber 481; Folio 265
ID# 255140
Filed with Financing Statements of Anne Arundel County, MD Date Filed January 8 1985

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Equitable Bank, National Association

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: William E. Smith
Vice President of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

WILLIAM E. SMITH 1/19

FINANCING STATEMENT

To be recorded in:

- (a) the Financing Statement Records of (i) the Maryland State Department of Assessments and taxation and (ii) Anne Arundel County, Maryland; and
 (b) the Land Records of Anne Arundel County, Maryland

NOT SUBJECT TO
RECORDATION TAX

RECORDED FEE 26.00
 SURTAGE .50
 TOTAL FEE 26.50
 08/07/88

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: THE KELLINGTON ASSOCIATES LIMITED PARTNERSHIP
7779 New York Lane
Glen Burnie, Maryland 21061
Attention: Gary L. Attman
(herein, the "Debtor")

2. NAME AND ADDRESSES OF SECURED PARTIES: MARYLAND NATIONAL BANK
P.O. Box 987
Baltimore, Maryland 21203
Attention: Real Estate Industries Group
(herein, the "Bank")

and

ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21404
Attention: County Executive
(herein, the "Issuer")

3. NAME AND ADDRESS OF ASSIGNEE OF THE ISSUER: THE FIFTH THIRD BANK,
as Trustee
38 Fountain Square Plaza
Cincinnati, Ohio 45263
Attention: Corporate Trust Department

4. This Financing Statement covers the following types (or items) of property):

(a) The interest of the Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (but not including (i) inventory or work in process, or (ii) consumable goods or trade fixtures or other personal property owned by any tenants occupying all or any portion of the Real Property (as defined below), now or hereafter located or contained in or upon or attached to, the real property located adjacent to the southbound lanes of Governor Ritchie Highway, next to Jumpers Hole Mall south of Route 100 in Pasadena, Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and all improvements, structures and buildings now or hereafter erected thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property or any part thereof, whether now owned or hereafter acquired by the Debtor, together with all alterations, additions, accessions, extensions, betterments, and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, the "Equipment Collateral"); and, together with all proceeds thereof, including the proceeds of any and all insurance policies in connection therewith. The Real Property is also described in a certain Deed of Trust, Assignment of Leases and Security Agreement dated as of June 15, 1988, between the Debtor and Stephen F. Beckenholdt and Dennis M. Miller, individual trustees (the "Deed of Trust"), recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland. The Debtor is the record owner of the Real Property.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other

compensation heretofore made (but not yet received by the Debtor) or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property and the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property and the Equipment Collateral, or any part thereof, both now in existence or hereafter entered into, and all of the contract rights, accounts receivable and general intangibles growing out of or in connection with any and such leases and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(e) All of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, operation and maintenance of, or provision of services to, the Real Property and the Equipment Collateral, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Real Property and the Equipment Collateral.

(f) The interest of the Debtor in the Facility Fund and in the Bond Fund (each as created under and as defined in the Indenture described below) and in the Net Proceeds Escrow Fund (as created under the Indenture and as defined in the Deed of Trust) and in all subaccounts created and maintained under any of such funds.

(g) All funds which the Bank or any other Credit Facility Provider (as defined in the Indenture

described below) may hold for the benefit of the Issuer and its assigns and the Bank or such other Credit Facility Provider as a result of the exercise by the Bank or such other Credit Facility Provider of any set-off rights exercised in connection with the Borrower's Letter of Credit Obligations (as defined in the Indenture and the Letter of Credit Agreement described below) to the Bank or in connection with the Borrower's Credit Facility Obligations (as defined in the Indenture described below) to such other Credit Facility Provider, and in any and all funds, securities, instruments, documents and other property held by the Bank or such other Credit Facility Provider as a result of the exercise by the Bank or such other Credit Facility Provider of its rights under any assignment, pledge or security interest granted by the Borrower to the Bank or such other Credit Facility Provider to secure the Borrower's Letter of Credit Obligations to the Bank or the Borrower's Credit Facility Obligations to such other Credit Facility Provider.

(h) As to the Bank only, the interest of the Borrower in any and all funds, securities, instruments, documents, and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Bank or any of its agents, branches, affiliates, correspondents or others acting on its behalf (this security interest and lien is intended to be in addition to any right of set-off or banker's lien that the Bank may otherwise enjoy under applicable law).

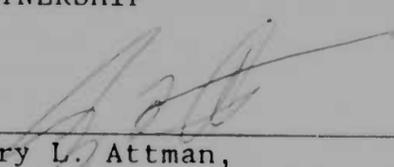
5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Issuer, its successors and assigns, under and pursuant to the Deed of Trust and the Loan Agreement dated as of June 15, 1988, between the Issuer and the Debtor (the "Loan Agreement") as security for a loan in the principal amount of \$8,850,000 made by the Issuer to the Debtor (the "Loan") under and pursuant to the Loan Agreement. Such security interest has been simultaneously assigned by the Issuer to the Assignee and to the Bank under and pursuant to a Trust Indenture dated as of June 15, 1988 between the Issuer and the Assignee (the "Indenture"), entered into as security for the Issuer's Anne Arundel County, Maryland Variable Rate Demand/Fixed Rate Refunding Revenue Bonds (The Kellington Associates Limited Partnership Facility), 1988 Issue (the "Bonds"), issued pursuant to the Maryland Economic Development Revenue Bond Act, as amended. This Financing Statement also gives notice of and perfects a security interest granted by the Debtor to the Bank under and pursuant to the Deed of Trust and the Letter of Credit Agreement dated as of June 15, 1988 between the Bank and the

Debtor (the "Letter of Credit Agreement"), pursuant to which Letter of Credit Agreement, the Bank has issued its irrevocable transferable letter of credit to provide payment for and to secure the payment of the Bonds. The security interests granted to the Issuer and to the Bank are in the same security and upon any foreclosure of, or realization upon, the security herein described, the proceeds thereof shall be applied between the Secured Parties in the manner set forth in the Intercreditor Agreement (as defined in the Deed of Trust), unless otherwise agreed by the Secured Parties and their assigns.

6. Proceeds and products of the collateral are also covered.

Debtor:

THE KELLINGTON ASSOCIATES LIMITED
PARTNERSHIP

By: 

Gary L. Attman,
General Partner

Filing Officer: Return to: Anthony G. Palaigos, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

WP: MN274004.FIS

DESCRIPTION OF LAND

ALL those lots or parcels of land situate in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at a pipe found at the southwesterly corner of land known as "Jumpers" Subdivision recorded among the Land Records of Anne Arundel County, Maryland in Plat Liber 72, folio 1, and running thence and binding on said land North 54 degrees 33 minutes 48 seconds East 832.90 feet to an iron pipe to be set marking the westerly boundary of a highway right of way 150 feet wide, being Ritchie Highway, thence binding on said right of way North 35 degrees 25 minutes 48 seconds West 488.99 feet to a pipe to be set marking the northeast corner of land remaining to Leonora P. Gary, et al; thence binding on said land South 54 degrees 34 minutes 43 seconds West 821.12 feet to an iron pipe to be set marking the northerly boundary of a right of way 66 feet wide being property of the Baltimore and Annapolis Shortline Railroad; thence binding on said right of way South 34 degrees 3 minutes 1 second East 489.38 feet to the point of beginning, as surveyed and described by McCrone Incorporated in October 1984. Containing 9.2859 acres of land, more or less.

TOGETHER WITH a perpetual and permanent easement over, across and under the following property:

BEGINNING for the same at a monument found at the northeasterly corner of land known as Kelington Subdivision, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Liber 24, folio 20, and running thence and binding on the outline of said land South 54 degrees 34 minutes 43 seconds West 819.19 feet, to an iron pipe to be set marking the northerly boundary of a right of way 66 feet wide, being property of the Baltimore and Annapolis Shortline Railroad; thence binding on said right of way South 34 degrees 3 minutes 1 second East 80.00 feet, to an iron pipe to be set marking the southwesterly corner of a tract of land of 9.2859 acres ±, beneficiary of the easement herein described; thence binding on said land North 54 degrees 34 minutes 43 seconds East 821.12 feet, to a pipe to be set marking the westerly boundary of a highway right of way 150 feet wide, being Governor Ritchie Highway, and thence binding on said right of way North 35 degrees 25 minutes 48 seconds West 80.0 feet to the point of beginning. Containing 1.5063 acres of land, more or less.

Mail to *BA-51AT-1*

FINANCING STATEMENT

To be recorded in the Financing Statement Records of:

NOT SUBJECT TO RECORDATION TAX

RECORDATION FEE 25.00
POSTAGE .50
TOTAL 25.50
APR 27 1988

- (a) ~~the State Department of Assessments and Taxation~~
- (b) Anne Arundel County, Maryland

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

- 1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21404
Attention: County Executive

- 2. NAMES AND ADDRESSES OF SECURED PARTIES: THE FIFTH THIRD BANK,
as Trustee
38 Fountain Square Plaza
Cincinnati, Ohio 45263
Attention: Corporate Trust
Department

- and

- MARYLAND NATIONAL BANK
P.O. Box 987
Baltimore, Maryland 21203
Attention: Real Estate Industries
Group

3. This Financing Statement covers the following types (or items) of property:

The "Trust Estate", as defined in the Trust Indenture dated as of June 15, 1988 (the "Indenture") between Anne Arundel County, Maryland, the Debtor hereunder (the "Issuer"), and The Fifth Third Bank, as Trustee, one of the Secured Parties hereunder (the "Trustee"). The term "Trust Estate" is defined in the Indenture to mean and include:

- (a) The Revenues (hereinafter defined);
- (b) All of the Debtor's right, title and interest in and to and remedies under the Loan Agreement (hereinafter defined), the Deed of Trust

2503



(hereinafter defined) and all other Bond Documents (hereinafter defined), including (without limitation) any and all security for the Loan (hereinafter defined) referred to therein;

(c) All moneys which are at any time or from time to time on deposit in the Bond Fund (hereinafter defined) and in the Facility Fund (hereinafter defined) and in the Net Proceeds Escrow Fund (hereinafter defined); and

(d) All right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned, or transferred, as and for additional security under the Indenture, by the Issuer or by anyone on its behalf or with its written consent, to the Trustee.

Provided, however, that there shall be excluded from the property described in this paragraph 3 all Reserved Rights of the Issuer (hereinafter defined).

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to each and all the Secured Parties under and pursuant to the Indenture, which has been entered into as security for the Debtor's Anne Arundel County, Maryland Variable Rate Demand/Fixed Rate Refunding Revenue Bonds (The Kellington Associates Limited Partnership Facility), 1988 Issue (the Bonds"), issued pursuant to the Act (hereinafter defined).

5. As used in this Financing Statement, the following terms shall have the following meanings:

"Act" means the Maryland Economic Development Revenue Bond Act, as amended.

"Bond Documents" means and includes (without limitation) the Bonds, the Initial Placement Agreement (as defined in the Indenture), the Placement Agreement (as defined in the Indenture), the Indenture, the Loan Agreement, the Deed of Trust, the Intercreditor Agreement (as defined in the Indenture), the Purchased Bonds Custody Agreement (as defined in the Indenture) and any and all other documents which the Issuer, the Borrower or any other party or parties or their representatives, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Issuer's Obligations (as defined in the Indenture) or the Borrower's Bond Obligations, or any part thereof, or in connection therewith; together with any and all Supplements thereto. Provided, however, that the term

"Bond Documents", with the exception of the Deed of Trust, the Intercreditor Agreement and the Purchased Bonds Custody Agreement, does not include the Credit Facility Documents (as defined in the Indenture).

"Bond Fund" means the Bond Fund created pursuant to Section 5.1 of the Indenture.

"Borrower's Bond Obligations" has the meaning given to that term in Section 1.1 of the Indenture.

"Borrower's Credit Facility Obligations" has the meaning given to that term in Section 1.1 of the Indenture.

"Deed of Trust" means (a) the Deed of Trust, Assignment of Leases and Security Agreement dated as of June 15, 1988 between the Borrower and the Individual Trustees (as defined in the Indenture), together with any and all Supplements thereto, and (b) any other deed of trust or mortgage executed and delivered by the Borrower as security for the Borrower's Bond Obligations or the Borrower's Credit Facility Obligations, together with any and all Supplements thereto.

"Facility" means the retail/office complex being refinanced with the proceeds of the Bonds and more particularly described in the Indenture.

"Facility Fund" means the Facility Fund created pursuant to Section 5.1 of the Indenture.

"Issuer" means the Debtor.

"Letter of Credit" means the Irrevocable Transferable Letter of Credit No. MNBPF627788 issued by Maryland National Bank, one of the Secured Parties hereunder, and dated the date of issuance and delivery of the Bonds to the initial purchasers thereof, together with any extension, amendment or renewal thereof or substitution therefor made in accordance with the Letter of Credit Agreement (as defined in the Indenture).

"Loan" means the loan in the principal amount of \$8,850,000 made by the Issuer to the Borrower evidenced by and described in the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated as of June 15, 1988 between the Issuer and the Borrower evidencing and securing the Loan; together with any and all Supplements thereto.

"Net Proceeds Escrow Fund" means the Net Proceeds Escrow Fund created pursuant to Section 5.1 of the Indenture.

"Reserved Rights of the Issuer" means (a) all rights of the Issuer as set forth in Article VII of the Loan Agreement; (b) the right of the Issuer to receive notices, reports or other information, make determinations and grant approvals under the Indenture and under the other Bond Documents; (c) the rights of the Issuer to payment of Taxes (as defined in the Indenture) and to exercise rights of eminent domain against the Facility; (d) all rights of the Issuer to enforce (other than the declaration of a default under any of the Bond Documents) the representations, warranties, covenants and agreements of the Borrower pertaining in any manner or way, directly or indirectly, to the tax-exempt status of interest on the Bonds set forth in any of the Bond Documents or in the Borrower's Tax Certificate and Compliance Agreement (as defined in the Indenture) or in any other certificate or agreement executed by the Borrower; (e) all rights of the Issuer in connection with any amendment to or modification of the Bond Documents; and (f) all enforcement remedies with respect to the foregoing.

"Revenues" means (a) all moneys paid or payable to the Trustee for the account of the Issuer pursuant to the Loan Agreement and all revenues of the Issuer attributable to the financing of the Facility with the proceeds of the Bonds, including (without limitation) any moneys realized from the liquidation and sale of any security for the Loan, (b) any moneys received under any of the Bond Documents, (c) all moneys drawn under the Credit Facility and deposited in the Bond Fund to pay principal of the Bonds (whether at maturity or upon acceleration of maturity or after notice of redemption or prepayment or otherwise), or to pay interest on, or the purchase price of, the Bonds when due, and (d) all other receipts of the Trustee credited under the provisions of the Indenture against such payments; provided that the term "Revenues" does not include Reserved Rights of the Issuer.

"Supplement" or "Supplements" means any and all extensions, renewals, modifications, amendments, supplements and substitutions.

6. Proceeds and products of the collateral are also covered.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By: Adrian G. Teel
Adrian G. Teel,
Director of Administration

BOOK 530 PAGE 397

Filing Officer: Return to: Anthony G. Palaigos, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

WP: MN274003.FIS

EXHIBIT A

DESCRIPTION OF LAND

ALL those lots or parcels of land situate in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at a pipe found at the southwesterly corner of land known as "Jumpers" Subdivision recorded among the Land Records of Anne Arundel County, Maryland in Plat Liber 72, folio 1, and running thence and binding on said land North 54 degrees 33 minutes 48 seconds East 832.90 feet to an iron pipe to be set marking the westerly boundary of a highway right of way 150 feet wide, being Ritchie Highway, thence binding on said right of way North 35 degrees 25 minutes 48 seconds West 488.99 feet to a pipe to be set marking the northeast corner of land remaining to Leonora P. Gary, et al; thence binding on said land South 54 degrees 34 minutes 43 seconds West 821.12 feet to an iron pipe to be set marking the northerly boundary of a right of way 66 feet wide being property of the Baltimore and Annapolis Shortline Railroad; thence binding on said right of way South 34 degrees 3 minutes 1 second East 489.38 feet to the point of beginning, as surveyed and described by McCrone Incorporated in October 1984. Containing 9.2859 acres of land, more or less.

TOGETHER WITH a perpetual and permanent easement over, across and under the following property:

BEGINNING for the same at a monument found at the northeasterly corner of land known as Kelington Subdivision, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Liber 24, folio 20, and running thence and binding on the outline of said land South 54 degrees 34 minutes 43 seconds West 819.19 feet, to an iron pipe to be set marking the northerly boundary of a right of way 66 feet wide, being property of the Baltimore and Annapolis Shortline Railroad; thence binding on said right of way South 34 degrees 3 minutes 1 second East 80.00 feet, to an iron pipe to be set marking the southwesterly corner of a tract of land of 9.2859 acres ±, beneficiary of the easement herein described; thence binding on said land North 54 degrees 34 minutes 43 seconds East 821.12 feet, to a pipe to be set marking the westerly boundary of a highway right of way 150 feet wide, being Governor Ritchie Highway, and thence binding on said right of way North 35 degrees 25 minutes 48 seconds West 80.0 feet to the point of beginning. Containing 1.5063 acres of land, more or less.

Mail to

Baystale

[INTERIM LOAN]

BOOK 530 PAGE 399

274049

FINANCING STATEMENT

TO BE RECORDED IN THE:

- (a) Financing Statement Records of
 (i) the Maryland State Department of
 Assessments and Taxation, and
 (ii) Anne Arundel County, Maryland
- (b) Land Records of Anne Arundel County, Maryland

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- | | |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| 1. NAME AND ADDRESS OF DEBTOR: | THE KELLINGTON ASSOCIATES LIMITED PARTNERSHIP 7779 New York Lane Glen Burnie, Maryland 21061 Attention: Gary L. Attman |
| 2. NAME AND ADDRESS OF SECURED PARTY: | MARYLAND NATIONAL BANK P.O. Box 987 Baltimore, Maryland 21203 Attention: Real Estate Industries Group |

3. This Financing Statement covers the following types (or items) of property):

(a) The interest of the Debtor in all building materials, fixtures, furniture, machinery, equipment and tangible personal property of every kind and nature whatsoever (but not including (i) inventory or work in process, or (ii) consumable goods or trade fixtures or other personal property owned by any tenants occupying all or any portion of the Real Property (as defined below) now or hereafter located or contained in or upon or attached to, the real property located adjacent to the southbound lanes of Governor Ritchie Highway, next to Jumpers Hole Mall, south of Route 100, in Pasadena, Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and all improvements, structures and buildings now or hereafter erected thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real

RECORDED FEE 22.00
POSTAGE .50
MARYLAND DEPT. OF REVENUE
11/27/88

Property or any part thereof, whether now owned or hereafter acquired by the Debtor, together with all alterations, additions, accessions, extensions, betterments, and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, the "Equipment Collateral"); and, together with all proceeds thereof, including the proceeds of any and all insurance policies in connection therewith. The Real Property is also described in a certain Deed of Trust, Assignment of Leases and Security Agreement dated as of June 15, 1988, between the Debtor and Stephen F. Beckenholdt and Dennis M. Miller, individual trustees (the "Deed of Trust"), recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland. The Debtor is the record owner of the Real Property.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore made (but not yet received by the Debtor) or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property and the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property and the Equipment Collateral, or any part thereof, both now in existence or hereafter entered into, and all of the contract rights, accounts receivable and general

intangibles growing out of or in connection with any and such leases and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

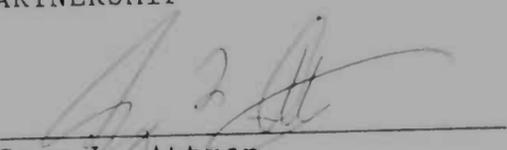
(e) All of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, operation and maintenance of, or provision of services to, the Real Property and the Equipment Collateral, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Real Property and the Equipment Collateral.

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party, its successors and assigns, under and pursuant to the Deed of Trust as security for a loan made by the Secured Party to the Debtor (the "Loan") under and pursuant to the Deed of Trust Note dated July 14, 1988, in the principal amount of \$425,000.

5. Proceeds and products of the collateral are also covered.

Debtor:

THE KELLINGTON ASSOCIATES LIMITED
PARTNERSHIP

By: 

Gary L. Attman,
General Partner

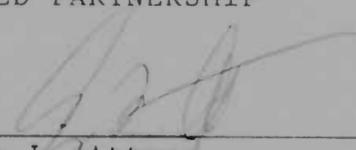
Filing Officer: Return to: Anthony G. Palaigos, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

WP: MN274005.FIS

CERTIFICATION AS TO PAYMENT OF RECORDATION TAX

The undersigned, a duly authorized general partner of The Kellington Associates Limited Partnership, hereby certify that recordation tax on the principal amount of \$425,000 is being paid to the Clerk of the Circuit Court for Anne Arundel County upon the filing for record of the within-mentioned Deed of Trust, which Deed of Trust secures the indebtedness secured by the security interests described herein.

THE KELLINGTON ASSOCIATES
LIMITED PARTNERSHIP

By: 

Gary L. Attman,
General Partner

DESCRIPTION OF LAND

ALL those lots or parcels of land situate in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at a pipe found at the southwesterly corner of land known as "Jumpers" Subdivision recorded among the Land Records of Anne Arundel County, Maryland in Plat Liber 72, folio 1, and running thence and binding on said land North 54 degrees 33 minutes 48 seconds East 832.90 feet to an iron pipe to be set marking the westerly boundary of a highway right of way 150 feet wide, being Ritchie Highway, thence binding on said right of way North 35 degrees 25 minutes 48 seconds West 488.99 feet to a pipe to be set marking the northeast corner of land remaining to Leonora P. Gary, et al; thence binding on said land South 54 degrees 34 minutes 43 seconds West 821.12 feet to an iron pipe to be set marking the northerly boundary of a right of way 66 feet wide being property of the Baltimore and Annapolis Shortline Railroad; thence binding on said right of way South 34 degrees 3 minutes 1 second East 489.38 feet to the point of beginning, as surveyed and described by McCrone Incorporated in October 1984. Containing 9.2859 acres of land, more or less.

TOGETHER WITH a perpetual and permanent easement over, across and under the following property:

BEGINNING for the same at a monument found at the northeasterly corner of land known as Kelington Subidivision, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Liber 24, folio 20, and running thence and binding on the outline of said land South 54 degrees 34 minutes 43 seconds West 819.19 feet, to an iron pipe to be set marking the northerly boundary of a right of way 66 feet wide, being property of the Baltimore and Annapolis Shortline Railroad; thence binding on said right of way South 34 degrees 3 minutes 1 second East 80.00 feet, to an iron pipe to be set marking the southwesterly corner of a tract of land of 9.2859 acres ±, beneficiary of the easement herein described; thence binding on said land North 54 degrees 34 minutes 43 seconds East 821.12 feet, to a pipe to be set marking the westerly boundary of a highway right of way 150 feet wide, being Governor Ritchie Highway, and thence binding on said right of way North 35 degrees 25 minutes 48 seconds West 80.0 feet to the point of beginning. Containing 1.5063 acres of land, more or less.

Mail to

Baystate

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ryson Home Services, Inc. T/A Lawn Pro
Address 9470 Annapolis Rd., Suite 310, Lanham, MD 20706

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address 110 S. Jefferson Plaza, Whippany, NJ 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Burkeen B-30 Plow, S/N-B30-793 with Engine S/N-371588032015
Equipment To Be Located at: 2121 Baldwin Ave. Crofton, MD 21114

RECORD FEE 12.00
#107560 5777 204 115106
(04/11/88)

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX.

CHECK [X] THE LINES WHICH APPLY

[] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

[Signature of Debtor]

Daniel K. Ryan
Type or Print Above Name on Above Line

[Signature of Debtor]

Type or Print Above Signature on Above Line

[Signature of Secured Party]

Tambly ATOWER
Type or Print Above Signature on Above Line

12

BOOK 530 PAGE 405

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR and Address (Last Name First)</p> <p>Larkin Electric Company, Inc. 1021 Dorsey Road Glen Burnie, Maryland 21061</p> | <p>2. SECURED PARTY and Address</p> <p>Union Trust Co. of Md. n/k/a Signet Bank/MD P.O. Box 17063 Baltimore, Maryland 21203</p> |
| <p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p> | <p>4. RETURN TO:</p> <p>UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203</p> |

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 264985 Date 12-3-86, 1986
 Record Reference book 505 page 548

6. Item No. 5 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Principal amount of debt increased from \$125,000 to \$250,000. Transaction is exempt from recordation tax.

RECORD FEE 10.00
 POSTAGE .33
 #187578 CTT7 104 715-17
 11/07/88

B

Dated this 30th day of March, 19 88

| | |
|--------------------------------------------------|-----------------------------------------------|
| DEBTOR: | SECURED PARTY: |
| <u>Larkin Electric Company, Inc.</u> | <u>Signet Bank/nd.</u> |
| By: <u><i>J. Larkin</i></u> President (Title) | By: <u><i>[Signature]</i></u> V.P. (Title) |
| <u>Jeffrey D. Larkin Pres.</u> | _____ |

UCC-5

10.50

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 450 Page No. 421
Identification No. 242872 Dated June 10, 1982

1. Debtor(s) { Commerce Distributors, Inc.
Name or Names - Print or Type
700 Evelyn Ave. Linthicum, Md. 21090
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank of Md.
Name or Names - Print or Type
25 S. Charles St. Balto., Md. 21203
Address - Street No. City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORDED FEE 10.00
POSTAGE .30
#187500 6777 104 115 87
00103 17

D

Dated: July 18, 1988

First National Bank of Md.
Trudye N. Weisberg

(Name of Secured Party)

Trudye N. Weisberg

(Signature of Secured Party)

Loan Accounting Officer

Type or Print (Include Title if Company)

10.50

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 494 Page No. 262
Identification No. 260212 Dated Jan. 31, 1986

- 1. Debtor(s) { Commerce Distributors, Inc.
Name or Names—Print or Type
700 Evelyn Ave. Linthicum, Md. 21098
Address—Street No. City—County State Zip Code
- 2. Secured Party { First National Bank of Md.
Name or Names—Print or Type
25 S. Charles Lst.. Balto., Md. 21201
Address—Street No. City—County State Zip Code
- 3. Maturity Date (if any) _____
- 4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated

RECORD FEE 10.00
POSTAGE .50
#187576 CTTT 104 11/11/88
2/18/88
B

Dated: July 18, 1988

First National Bank of Md.
Trudye N. Weisberg

(Name of Secured Party)

Trudye N. Weisberg

(Signature of Secured Party)

Loan Accounting Officer

Type or Print (Include Title if Company)

15.50

BOOK 530 PAGE 408

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. | | No. of additional Sheets Presented | 3 <input type="checkbox"/> The debtor is a transmitting utility. |
| 1. Debtor(s) (Last Name First) and Address(es): Walter Hagan Sr Donna Hagan 1776 Chesapeake Pl. Pasadena, MD 21122 | 2. Secured Party(ies) Name(s) and Address(es): Chelsea Groton Savings Bank 1 Franklin Sq Norwich, Ct 06360 | 4. For Filing Office, Date, Page No. Filing Office: RECORD FEE 10.00 POSTAGE .50 #187600 0777 R04 T15109 08/03/88 515-230 | |

5 This statement refers to original Financing Statement No. 26478 C345 R01 filed (date) Jul 30/87 with County Clerks Office

- 6 A Continuation The original Financing Statement bearing the above file number is still effective.
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records _____ Section _____ Block _____ Lot _____

By _____ Signature(s) of Debtor(s) (only on amendment)

By Elaine M. Chase (Signature(s) of Secured Party(ies))
Elaine M. Chase-Loan Clerk

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Dental Crafters, Inc.
360 Ritchie Highway
Severna Park, MD 21146

2. Secured Party(ies) and address(es)
Midlantic Commercial Leasing
225 W. 34th St.
New York, NY 10001

For Filing Office (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
#187610 0717 HQ4 715109
12/03/88

4. This financing statement covers the following types (or items) of property:

- 1 Jelrus Alpha PC Porcelan Oven
- 1 Jelrus Vacuum Pump
- ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
- 4 Vacuum Units for Furniture

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered; Proceeds of Collateral are also covered; Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Dental Crafters, Inc.

Midlantic Commercial Leasing

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Mark S. Gurman
Address Priest Bridge Station 2151 Defense Highway Crofton MD 21114

2. SECURED PARTY

Name Healthco International
Address 6308 Blair Hill Lane Baltimore MD 21209

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Chayes Va Chair
- 1 Chayes Va Dr's Stool
- 1 Chayes VA Ass't Stool
- 1 Dentech Unit
- 1 Dental Ez Daray Light
- 1 Appollo Ccmpressor

Name and address of Assignee

| | |
|-------------------------|-------|
| RECORD FEE | 11.00 |
| POSTAGE | .30 |
| #107620 CITY R04 715410 | |
| 06/03/00 | |

(Circular stamp: I.R. CLERK)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X *Mark S. Gurman*
(Signature of Debtor)

Dr. Mark S. Gurman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles H. Bedford
(Signature of Secured Party)

Charles H. Bedford

Type or Print Above Signature on Above Line

1150

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

BOOK 530 PAGE 411

MARYLAND FINANCING STATEMENT

274054

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

| For Filing Officer | |
|------------------------|-------|
| File No.: | _____ |
| Record Reference: | _____ |
| Date & Hour of Filing: | _____ |

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Lallie, Inc.
(Name or Names)
P.O. Box 6400, 101 Gibraltar Street, Annapolis, MD 21401
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road, Baltimore, MD 21234
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Signet Bank/MD
(Name or Names)
Comml. Fin. Dept., P.O. Box 22497, Baltimore, MD 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

- One - New Ryobi 2800 Offset Press, S/N 16580
- One - New Therm-O-Type 410 Thermography Machine, S/N 8816

RECORD FEE 11.00
POSTAGE .30
#187630 OFFT 604 11/11/00
08/02/00



5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
Lallie, Inc.
By: Carl Farnham, President
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corp.
By: Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: SECURED PARTY

11.5

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Self Funding Administrators Corporation
2525 Riva Road (Name or Names) Annapolis, Maryland 21401
(Address)

LESSEE (Name or Names) CFSL2869
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Chesapeake Federal Savings & Loan Assoc.
2001 E. Joppa Road (Name or Names) Baltimore, MD 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

1- 5363 210MEG PROEXP S/N 0023386; 1- 5363 INT TAPE DRIVE; 1- S/36 RPG II 5.1; 1- S/36 UTILITIES 5.1; 1- S/36 TAPE SUPPORT.

RECORD FEE (1.00)
POSTAGE
#187640 5777 404 715110
08/10/10

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Self Funding Administrators Corporation
By: Christopher W. Hutchinson, President (Title)
(Type or print name of person signing)
By: (Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly (Title) Mgr.
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11-50

BOOK 530 PAGE 413

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #266812 Dated 4/1/87

Record Reference Book #510 Page #128

2. DEBTOR:

Name: American International Of Md.
(Last Name First)

ADDRESS: 5104 York Rd., Baltimore, Md. 21212

RECORDED
REGISTERED
CITY OF BALTIMORE
08/05/88

3. SECURED PARTY IS:

NAME: Union Trust Co. of Md.

ADDRESS: Baltimore & St. Paul Sts., Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS

SEE ABOVE

SECURED PARTY

Union Trust Co. of Md AKA Signet /md.

BY: Willetta McComb AUP
(TITLE)

DATED: 7/25/1988

15-



This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code: Annie Arunde No. of Additional Sheets Presented

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Debtor(s) (Last Name First) and Address(es) Heaven Sent, Ltd. t/a Heaven Sent Couriers 132 Mercedes Drive Hanover, MD 26071 | 2 Secured Party(ies) Name(s) and Address(es) Triumphe Leasing Company Suite 126, Plymouth Commons Plymouth Meeting, PA 19462 | 3 <input type="checkbox"/> The Debtor is a transmitting utility 4 For Filing Officer Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50 #187660 0777 004 115+12 |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

5 This Financing Statement covers the following types (or items) of property
1 Telrad 2404 KBX Telephone System consisting of: 1 KSU, 1 8 Port Trunk, 1 8 Port Station Card, 6 Standard Speaker Phones; All standard cable & hardware

6 Assignee(s) of Secured Party and Address(es)
HOME UNITY SAVINGS BANK
618 GERMANTOWN PIKE
LAFAYETTE HILL, PA 19444

For Noticication Only/Not For Recordation Tax
 Products of the Collateral are also covered

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

| No. & Street | Town or City | County | Section | Block | Lot |
|--------------|--------------|--------|---------|-------|-----|
|--------------|--------------|--------|---------|-------|-----|

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction:
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

Heaven Sent, Ltd. t/a Heaven Sent Couriers
By Steven Rosner Signature(s) of Debtor(s) President
(1) FILING OFFICER COPY - NUMERICAL (3/83)

Triumphe Leasing Company
By Arlene Fischer Signature(s) of Secured Party(ies) AVP
(Required only if Item 10 is checked)

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania
1250

FINANCING STATEMENT presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

4 For Filing Officer: Date Time No. Filing Office

1. Debtor(s) (Last Name First and Address(es))
~~HERMAN, SR. STEVEN B.~~
 HERMAN GRACE A.
 9 N. ZONA STREET
 LAUREL MD 20707

2. Secured Party(ies) Name(s) and Address(es):
 PROFESSIONAL MH BROKERS
 10401 LANHAM-SEVERN ROAD
 LANHAM, MD 20706

RECORD FEE 12.00
 POSTAGE .50
 8/15/88 OFFICE 11:14

5. This financing statement covers the following type(s) for item(s) of property:
 1986 DE ROSE -0- 24 X 44
 SERIAL # ~~2688008~~ D1226106 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.

6. Assignee(s) of Secured Party and Address(es):
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BOULEVARD SUITE 245
 WOODBRIDGE, VA 22194

Products of the Collateral are also covered

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner
 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction, or
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

HERMAN, SR. STEVEN B. HERMAN GRACE A. PROFESSIONAL MH BROKERS

By Steven B. Herman Signature(s) of Debtor(s) By AC [Signature] Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY—NUMERICAL
 (3-83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

274058

BOOK 530 PAGE 416

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: PO BOX 635
CITY & STATE: LEAMING MD 20705

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

| | | | |
|--------------------------------|----------|----------------------------------|-------|
| DEBTOR(S) (AND ADDRESSES) | | DATE OF THIS FINANCING STATEMENT | |
| JAMES JUDD | | 07-11-88 | |
| JAMES JUDD | | ACCOUNT NO | TAB |
| 1357 MEYERS STATION RD ODENTON | MD 21113 | 710200452 | 10074 |

Filed with: ANNEN BRUNDEL COUNTY

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

| YEAR MODEL | MAKE | BODY TYPE | MODEL NO OR LETTER | SERIAL NUMBER | MOTOR NUMBER | NUMBER CYL. |
|------------|-------|------------|--------------------|----------------------|--------------|-------------|
| 84 | Honda | motorcycle | | JH2 RC 2110E 1002064 | | |

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

CERTAIN HOUSEHOLD AND OTHER CONSUMER PERSONAL PROPERTY

*Camping equip, yamaha keyboard
PC - leading edge diving gear insulated dry suit
VCR fisher*

RECORDS FEE 12.00
RECORD TAX 33.00
POSTAGE .50
#107120 C777 604 713415
REV. 11-80

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 4999.89

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Susan Mathews
TITLE

JAMES JUDD DEBTOR
JAMES M JUDD DEBTOR

ORIGINAL - FILING OFFICER COPY

12-31-80

274059

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ 28,000.00

If this statement is to be recorded
in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$196.00
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Spitsky Heinz H.

Address 7702 Dover Road Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680 500 DiGiulian Blvd Glen Burnie, Md 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 196.00
POSTAGE .50
MAY 15 11 15 AM '16
08/13/08

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Heinz H. Spitzky
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

Patrick White, Ass't Sec
Type or Print Above Signature on Above Line

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

BOOK 530 PAGE 418

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

— SECURITY AGREEMENT —
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 25th day of July, 1961 by and between
Heinz H. Spitzky having his principal place of business at
7702 Dover Road Glen Burnie, Maryland 21061

Mortgagor and First Interstate Credit Alliance, Inc. Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor in Mortgage, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, in matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, liens, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business location without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glaver, Esq., 530 Fifth Avenue, New York, New York and CA Credit Corp., New York, New York or either of them as Mortgagee's true and lawful Attorney in fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except to any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and, for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Heinz H. Spitzky (Seal) Mortgagee

Secretary

By *Heinz Spitzky* (Title)

STATE OF Maryland
COUNTY OF Anne Arundel

SS

Heinz H. Spitzky

being duly sworn, deposes and says

- 1. He is the owner of (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any filed by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____ 19____

Heinz Spitzky

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS

I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____ 19____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.</p> | <p>(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.</p> | <p>(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained. By signing the name of the corporation by himself as such officer.</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

NOTARY PUBLIC
CA 1 & (7 77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 29, 19 88 between the undersigned.

| QUANTITY | DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------|
| One (1) | Navistar Tractor The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property. | 1985 F9670 | IHSRDJWR1FHB18408 |

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

Heinz H. Spitzky

By: *Heinz H. Spitzky*

Mail to

First Interstate Credit

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: July 28, 1988

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): A Touch of Class

ADDRESS: 153 Mayo Road
Edgewater, MD 21037

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
TOTAL 11.00
#187670 0777 R04 715-113
08/03/88

RECORD FEE 11.00
POSTAGE .30
#187670 0777 R04 715-113
08/03/88

DEBTOR(S):
Touch of Class
(Company Name)

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: _____

BY: Duane L. Peters
Duane L. Peters

BY: Robert E. Mann
(Authorized Signature)

BY: Bernd J. Peters
Bernd J. Peters

Robert E. Mann, Loan Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation
Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Provident Bank of Maryland
Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real Estate Department
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

RECORD FEE 10.00
POSTAGE .50
#101779 CTTT R04 115121
20/03/88

PROVIDENT BANK OF MARYLAND

Dated July 22, 1988

By: Alex J. Guggenheim
(Signature of Secured Party)
Alex J. Guggenheim
Vice President
Type or Print Name on Above Line

1500

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

BEING KNOWN AND DESIGNATED as Lots Numbered 4, 14 and 15 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 46 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40, respectively.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 501 FOLIO 09 ON July 22, 1986 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, Md 21061

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate Department

Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

RECORD FEE 10.00
POSTAGE .50
#187801 0777 R04 715422
08/03/86

Handwritten mark

PROVIDENT BANK OF MARYLAND

Dated July 22, 1986

By: *Alex J. Guggenheim*
(Signature of Secured Party)

Alex J. Guggenheim

Vice President

Type or Print Above Name on Above Line

15.00

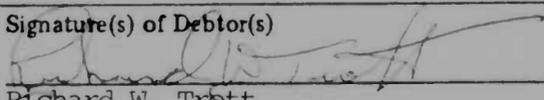
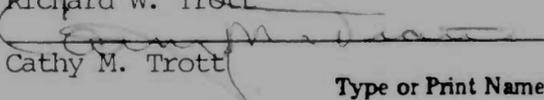
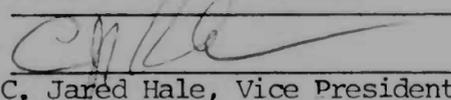
EXHIBIT A

BOOK 530 PAGE 425

BEING KNOWN AND DESIGNATED as Lots Numbered 4, 14 and 15 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

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UCC One General

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code | | Maturity date (if any): |
| 1. Debtor(s) Name (Last Name First) Trott, Richard W. and Trott, Cathy M. | 2. Debtor(s) Complete Address(es) 1034 Broadview Drive Cape St. Clair, MD 21401 | For Filing Officer (Date, Time, and Number) |
| 3. & 4. Secured Party(ies) and Complete Address(es) American Home Funding, Inc. 4231 Markham Street Annandale, Virginia 22003 | 5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) | |
| 7. This financing statement covers the following types (or items) of property: (Describe) | | |
| See Description of Property attached. | | |
| RECORD FEE 12.00 POSTAGE .50 #326620 0345 R01 T14#43 08/03/88 | | |
| (If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate) | | |
| (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (Describe Real Estate) | | |
| See description of Real Estate Attached; Debtor is record owner | | |
| 8a. (X) Proceeds are also covered. | No. of additional sheets presented. | |
| 8b. () Products of collateral are also covered. | (1) One | |
| 9. This statement to be returned after recordation to Secured Party, shown above or to _____ | | |
| Signature(s) of Debtor(s)  Richard W. Trott  Cathy M. Trott | Signature(s) of Secured Party(ies) or Assignee(s) American Home Funding, Inc.  C. Jared Hale, Vice President | |
| Type or Print Names Clearly Below Signature. | | |

12

Any and all walkways, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and articles of personal property of every kind and nature whatsoever now or hereafter ordered for delivery to the aforementioned real estate or any Improvements thereon (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in land herein conveyed, or any part thereof, and used or usable in connection with any present or future operation of said real estate or any improvements now or hereafter thereon, in each case now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, electrical and other power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains and curtain rods, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric range and ovens, refrigerators, freezers, garbage disposal units, trash compaction units, dishwashers, laundry washers and dryers, sump pumps, attached cabinets, partitions, ducts and compressors, and all equipment, items, supplies, components and materials (whether or not incorporated) installed or to be installed or used or usable in connection with the construction, erection or operation of the building or buildings or appurtenant facilities erected or to be erected upon the below described real property (it being understood that the enumeration of any specific articles or property shall in no way exclude any items of property not specifically enumerated, excluding, however, personal property, trade fixtures, inventory and equipment owned by any tenant actually occupying all or part of the Improvements).

Also, all sales contracts for sale of housing and contents and deposits thereon, all contracts with general contractor, subcontractors, materialmen, suppliers, engineers, surveyors and architects.

DESCRIPTION OF REAL PROPERTY

The following described real property situate, lying and being in the County of ANNE ARUNDEL, State of MARYLAND, and described below:

BEGINNING for the same at a point in the first or South 89 degree 09 minute 50 second East 698.74 feet line, said point of beginning being reference South 89 degrees 09 minutes 50 seconds East 348.74 feet from the North West corner of Lot 1 as shown on a plat of Maryville recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 24 Page 21 thence with and binding on part of the first line mentioned above;

- (1) South 89 degrees 09 minutes 50 seconds East 350.00 feet thence running with the second through sixth lines firstly mentioned above and part of the seventh line;
- (2) South 00 degrees 41 minutes 30 seconds West 69.06 feet;
- (3) South 84 degrees 36 minutes 20 seconds West 32.42 feet;
- (4) South 00 degrees 41 minutes 30 seconds West 10.39 feet to the North side of Benson Lane 40 feet wide thence with the North side of Benson Lane;
- (5) North 89 degrees 18 minutes 30 seconds West 80.22 feet and thence with a curve to the left having a
- (6) radius of 65.00 feet and an arc length of 48.47 feet thence;
- (7) South 47 degrees 52 minutes 20 seconds West 204.20 feet thence leaving the North side of Benson Land and running for a new line of division;
- (8) North 09 degrees 36 minutes 15 seconds West 243.75 feet to the point of beginning, containing 1.00 acres of land more or less.

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO YES NAME OF RECORD OWNER FERGUSON CORPORATION

Anne Arundel County Financing
Records

State Corporation Commission

Clerk, _____ Court

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

FERGUSON CORPORATION
t/a THR-RIFT INNS, LTD.
2542 RIVA ROAD
ANNAPOLIS, MARYLAND 21401
AND
FERGUSON CORPORATION
12401 JEFFERSON AVENUE
NEWPORT NEWS, VIRGINIA 23601

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT RECORD FEE 15.00
- PARTIAL RELEASE OF COLLATERAL POSTAGE .50
- TERMINATION #326970 0777 R01 111#23

Name & address of Secured Party

DOMINION BANK OF GREATER HAMPTON ROADS, N.A.
776 J. CLYDE MORRIS BOULEVARD
NEWPORT NEWS, VIRGINIA, 23601

Name & address of Assignee

05/04/88
[Signature]

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

SEE EXHIBIT A

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

SEE EXHIBIT A-1

Signature of Debtor if applicable (Date)

FERGUSON CORPORATION
t/a THR-RIFT INNS, LTD

BY: *[Signature]*

Signature of Secured Party if applicable (Date)

DOMINION BANK OF GREATER HAMPTON ROADS
N.A.

BY: *[Signature]* AVP

White - Filing Office Copy - Canary - Acknowledgement Pink - Secured Party Copy

[Handwritten mark]

EXHIBIT A.

All goods, materials, supplies, merchandise, and other personal property of every nature and description, now owned or hereafter acquired, held for sale, lease, or other disposition.

All accounts, receivables, notes, drafts, acceptances, instruments, documents, bailment leases, conditional sales and contracts, security agreements and chattel paper of every nature and type, together with all guarantees and securities therefor, and all monies and other proceeds (cash or noncash) now or hereafter to become due thereon, including but not limited to the right to payment for goods sold or leased or for services rendered whether or not it has been earned by performance together with all liens, guaranties, securities, rights, remedies and privileges pertaining to the foregoing, all leases and rents.

All equipment, machinery, and fixtures of debtor, including but not limited to all automotive equipment, motor vehicles, fixtures, furniture, parts, tools, dies, accessories, attachments, supplies, substitutions, additions, accessions, and replacements thereto, now owned or hereafter acquired.

EXHIBIT "A - 1"

BEGINNING for the same at a point previously established on the southeast right-of-way line of Maryland Route 50 (Annapolis-Washington Expressway), said point of beginning being the northwesternmost corner of that conveyance from Stuart M. Christhlf, Jr., et al., Trustees, to The Simpson Land Company by deed dated June 20, 1966, and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1983, folio 450. Thence from the point of beginning so fixed leaving said right-of-way line and binding on and with the southwest boundary of said conveyance to The Simpson Land Company corrected to Maryland State Grid North, South 49° 46' 13" East 1,141.72 feet to a point on the northwest right-of-way line of the realignment of Riva Road, thence binding on and with the northwest right-of-way line of the new realignment of Riva Road, South 60° 01' 08" West 211.06 feet, North 89° 01' 08" West 29.15 feet, and South 60° 01' 03" West 17.33 feet to a point, thence leaving said right-of-way line of said new realignment and running across part of the whole tract for a line of division as now established, North 48° 24' 53" West, 1,182.11 feet to a point on the southeast right-of-way line of the aforementioned Maryland Route 50, thence binding on and with said last mentioned right-of-way line, being a curve deflecting to the left having a radius of 5,829.58 feet a length of 190.91 feet, and a long chord of North 74° 42' 24.5" East 190.88 feet to a point of tangency, thence North 73° 46' 07" East 57.58 feet to the point of beginning.

Subject to a perpetual easement as shown on an Anne Arundel County Public Works plat entitled, "Riva Road" dated November 7, 1969.

Containing 5.9175 acres of land, more or less, including the perpetual easement, according to a survey and plat made by James D. Hicks & Associates, Inc., Registered Surveyor, dated October, 1971, and as shown on a plat made by J. R. McCrone, Jr., Inc., attached to deed recorded among the Land Records of Anne Arundel County in Liber 2507, folio 559.

MANIS, WILKINSON, SNIDER & GOLDSBOROUGH
P. O. Box 1911
Annapolis, MD 21404

~~STATE OF MARYLAND~~

Anne Arundel County

BOOK 530 PAGE 431

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 19214

RECORDED IN LIBER 492 FOLIO 568 ON 12/20/85 (DATE)

1. DEBTOR

Name Doug Nettles and Associates, Inc. DBA Outfitters of Annapolis, LTD

Address 326 First Street, Annapolis, MD 21403 &
806 Chesapeake Ave., Annapolis, MD 21403

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address P.O. Box 3190, Annapolis, MD 21403

RECORD FEE 10.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above. 88-0880 0777 R01 T10:57

3. Maturity date of obligation (if any)

12/04/88
3

CHECK FORM OF STATEMENT

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>Please amend debtor's address to include 317 First St., Annapolis, MD 21403 and the name Borg-Warner Acceptance Corporation has been changed to Transamerica Commercial Finance Corporation.</p> | |

Doug Nettles and Associates, Inc. DBA
Outfitters of Annapolis, LTD

Doug M Nettles

Dated _____

15.00

Transamerica Commercial Finance
Corp./Borg-Warner Acceptance Corporation

Jacqueline R. Holmes
(Signature of Secured Party)

Jacqueline R. Holmes, Dist. Mgr.

Type or Print Above Name on Above Line

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ ~~4,000.00~~

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Kamsch Contracting, Inc.

529 Kenmore Road
Severna Park, Md. 21146

Secured Party

Address

Farmers National Bank of Md.

5 Church Circle
Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1988 T-50TD Finn Hydroseeder # BB220

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
- Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

11.00
POSTAGE
2049460 0053 R02 11:58
04/04/88

Debtor (or Assignor)

Kamsch Contracting, Inc.
Charles G. Kamsch, Jr. Pres.
Charles G. Kamsch, Jr. - Pres.

Secured Party (or Assignee)

**THE FARMERS NATIONAL
BANK OF ANNAPOLIS**

BY *Earl C. McNay*
Earl C. McNay, AVP

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

11/20

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. (3 Maturity date (if any):

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Debtor(s) (Last Name First) and address(es) O'BRIEN ASSOCIATES, INC. 1825 GEORGE AVENUE #6 ANNAPOLIS, MARYLAND 21401 | 2 Secured Party(s) and address(es) FIGGIE ACCEPTANCE CORPORATION 7450 HORIZON DRIVE, SUITE 190 COLUMBUS, OHIO 43235 | For Filing Officer (Date, Time, Number) 1.00 and Filing Officer FEE RECORD TAX 143.50 POSTAGE .50 #158610 0237 RJ3 111:57 03/04/88 |
| 4 This financing statement covers the following types (or items) of property: (109) FO6L Scaffold Frame (20) SAU6 Access Ladder (233) CP Coupling Pin (24) SAUB Bracket (569) RHP Rivet and Hair Pins (34) B104 Cross Brace (86) B74 Cross Brace (39) AL1S Screwjack (88) 0703 7' Alum. & Plywood Plank (B8) 1013 10' Alum. & Plywood Plank (18) BPl Base Plate (A) JJBPX Screwjack | | 5 Assignee(s) of Secured Party and Address(es) |
| This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: | | Filed with: County of Anne Arundel MD |

O'BRIEN ASSOCIATES, INC.
 By: James D. O'Brien President
Signature(s) of Debtor(s)

FIGGIE ACCEPTANCE CORPORATION
 By: Sally J. Stoverson Paul Stoverson
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)
"LESSEE"
SUPERIOR TRANSFER, INC.
56 Pebble Drive
Baltimore, MD 21225

2. Secured Party(ies) and address(es)
"LESSOR"
DIVERSIFIED LEASING, INC.
133 Defense Highway
Suite 207
Annapolis, MD 21401

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
HARRISBURG POST BOX 713430
5/10/88

4. This financing statement covers the following type(s) for item(s) of property
QUANTITY MAKE MODEL NO. SERIAL NO.
TWO (2) 1989 International Tractors 8300 1HSJYG2R5KH624082
1HSJYGSR3KH624081

5. Assignee(s) of Secured Party and Address(es)

JOY FINANCE COMPANY
301 Grant Street
Pittsburgh, PA 15219

TOGETHER WITH ANY AND ALL ADDITIONS, ATTACHMENTS, ACCESSIONS,
AND SUBSTITUTIONS THERETO AND THEREFOR.
INSURANCE PROCEEDS AS SET FORTH IN THE LEASE ARE CLAIMED.

PLEASE NOTE: THIS FINANCING STATEMENT IS FILED FOR
NOTIFICATION PURPOSE ONLY.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with
Clerk of Court
Anne Arundel County, MD

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

SUPERIOR TRANSFER, INC.

DIVERSIFIED LEASING, INC.

By [Signature]
Signature(s) of Debtor(s)

By [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical 112

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

AA Co

BOOK 530 PAGE 435

274066

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR(S) and Address(es)</p> <p>David S. Hack T/A David S. Hack Enterprises 717 C. Hammonds Ferry Rd Linthicum, MD 21090</p> | <p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton</p> <hr/> <p>Return to Secured Party</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of novelty wholesaler (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

See Attached Exhibit A

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E Other

RECORD FEE 13.00
RECORD TAX 189.00
POSTAGE .50

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax (Md.)
Principal amount of debt initially incurred is \$ 27,000.00

RECORDATION COPY NO 4 713+28
08/04/88

DEBTOR:

David S. Hack T/A
David S. Hack Enterprises
(Type Name)

By: [Signature]
David S. Hack, Proprietor

By: _____

SECURED PARTY:

SIGNET BANK/MARYLAND

By: [Signature]

Ross L. Brown, AVP
(Type Name)

July 29, 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

189-50



International Business Machines Corporation

100 East Pratt Street
Baltimore, Maryland 21202-1091
301/332-2200DAVE HECK ENTERPRISESystem/36 & TRIDATA SOFTWARE

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>PURCHASE PRICE</u> |
|------------------------|-------------------------------------|------------------------------------|
| 5363-P20 | 1M, 105MB DASD w/ streaming tape | 11,100(a) |
| 3197-C1Z 2 3196-A10 | Terminals | 3,790(A) 2,590(B) |
| 4224-10Z | 200cps printers | 4,282(c) |
| IBM System Software | SSP, QUERY, | 1,375 |
| | TOTAL IBM | <u>20,547</u> 19,347 |
| TRIDATA | Application Software | 12,000 |
| | TOTAL SOLUTION | <u>31,347</u> 32,547 |

W. S. Heck 7/18/88



274068

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 JENKINS MARINE MOTOR SALES, INC. 7328 Ritchie Highway
 Glen Burnie, Maryland 21061

6. Secured Party _____ Address _____
 Provident Bank of Maryland 114 E. Lexington Street - 8th Floor
 Attention: Richard C. Nettles, Vice President Baltimore, Maryland 21202
 Type name & title

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. *Inventory* All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Accounts* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - C. *General Intangibles* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - D. *Chattel Paper* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - E. *All Equipment and Fixtures* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - F. *Specific Equipment* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Other* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. *Proceeds* Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.
9. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) _____

Debtor(s): JENKINS MARINE MOTOR SALES, INC.

BY: James H. Eurice, President (Seal)
 _____ (Seal)
 Type name and title

RECORD FEE 11.00
 POSTAGE .30
 #120030 C237 12/04/07
 12/04/07

Mr. Clerk: Please return to Provident Bank of Maryland to the officer and at the address set forth in paragraph 6 above.

Return to: Dennis R. Krugman/ALM
 PROVIDENT BANK OF MARYLAND
 P.O. Box 1061
 Baltimore, Maryland 21202-1061



BOOK 530 PAGE 439

274069

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records
- 2. To Be Recorded among the Financing Statement Records
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to_____

5. Debtor(s) Name(s)
Penny Lane Flowers, Inc.

Address(es)
300 Crain Hwy.
Glen Burnie, Md. 21061

6. Secured Party
Provident Bank of Maryland
Attention: D. Krugman - HQCM
Type name & title

Address
P.O. Box 1661
Baltimore, Md. 21203-1661

RECORDED FEE 11.00
POSTAGE .30
\$180050 (237) 764 713-81
6/29/87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory* All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Accounts* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. *General Intangibles* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. *Chattel Paper* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. *All Equipment and Fixtures* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. *Specific Equipment* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Other* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. *Proceeds* Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are)_____

Debtor(s): Penny Lane Flowers, Inc.

(Seal) By George Regester (Seal)

(Seal) George Regester, President
Type name and title

Mr. Clerk: Please return to Provident Bank of Maryland to the officer and at the address set forth in paragraph 6 above.

Form No. 3440(3/87)

11/10

Please return Recorded Documents to:
Dennis R. Krugman/HQCM
PROVIDENT BANK OF MARYLAND
P.O. Box 1661
Baltimore, Maryland 21203-1661

Handwritten mark



BOOK 530 PAGE 440

274070

Financing Statement

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County MD

| NAME | Street | City | State |
|---------------------------|---------------------------|-----------------|-------|
| 1. Debtor(s) | | | |
| Cardinal Industries, Inc. | 333 S. Hammonds Ferry Rd. | Glen Burnie, MD | 21061 |
| | and 2040 S. Hamilton Rd. | Columbus, OH | 43232 |
| | and Shetlands Lane, | Glen Burnie, MD | 21061 |

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

RECORDING FEE 13.00
POSTAGE .50
MONTGOMERY COUNTY NO. 4 113138
08/04/88

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND
By: Dennis Stough
Type Name Dennis Stough
Title Assistant Vice-President

Debtor(s) or Assignor(s)
CARDINAL INDUSTRIES, INC.
By: Joseph V. Collins
Joseph V. Collins
Assistant Secretary

Type or Print Name and Title of Each Signature

1350

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

Schedule B

The Glen Hollow Apartments
A Limited Partnership

Finished Building components consisting of 49 units:

18 (eighteen) 1-Bedroom S/N 4648, 4649, 4651, 4652, 4654, 4655, 4657, 4658, 4660,
4661, 4666, 4667, 4671, 4676, 4677, 4679, 4685, 4686

1 (one) 1-Bedroom B.F. S/N 4672

14 (fourteen) 1-Bedroom Tolliver S/N 4642, 4643, 4645, 4646, 4663, 4664, 4669,
4673, 4674, 4680, 4682, 4683, 4687, 4689

2 (two) 2-Bedroom M.S. S/N 4647, 4688

1 (one) 2-Bedroom M.S. B.F. S/N 4656

1 (one) 2-Bedroom S/N 4675

8 (eight) Studio S/N 4644, 4650, 4653, 4659, 4665, 4668, 4670, 4681

1 (one) Laundry S/N 4662

1 (one) Mgr's Apt w/Den S/N 4641

1 (one) 2-Bed Arborgate S/N 4678

1 (one) Student Housing S/N 4684



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County of Maryland

| NAME | Street | City | State |
|---------------------------|---------------------------|-----------------|-------|
| 1. Debtor(s) | | | |
| Cardinal Industries, Inc. | 333 S. Hammonds Ferry Rd. | Glen Burnie, MD | 21061 |
| | and 2040 S. Hamilton Rd. | Columbus, OH | 43232 |

2. Secured Party: SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

RECORD FEE 13.00
 POSTAGE .50
 REPHILLO COPY FOR FILING 11/13/99
 08/14/98
 3

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND
 By: *Dennis Stough*
 Type Name Dennis Stough
 Title Assistant Vice-President

Debtor(s) or Assignor(s)
CARDINAL INDUSTRIES, INC.
 By: *Joseph V. Collins*
Joseph V. Collins
Assistant Secretary

Type or Print Name and Title of Each Signature

1375

Consignor



SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

The Covington Inn
A Limited Partnership

300 530 445

Finished building components consisting of 82 units:

| | |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 8 (eight) Studio | S/N 4873,4904,4909,4914,4923,4927,4931,4935 |
| 18 (eighteen) 1-bed | S/N 4905-4908,4910-4913,4915-4918,4920-4922,4924-4926 |
| 7 (seven) 1-bed Sofa | S/N 4860-4862,4870-4872,4879 |
| 1 (one) 1-bed B.F. | S/N 4898 |
| 40 (forty) 2-bed | S/N 4857,4858,4863-4868,4874-4877,4880-4882,4884-4887, 4889-4892,4894-4897,4899-4903,4928-4930,4932-4934,4936,4937 |
| 1 (one) Conference Room | S/N 4869 |
| 3 (three) Linen | S/N 4878,4883,4919 |
| 2 (two) Laundry | S/N 4888,4893 |
| 1 (one) Reception/Office | S/N 4859 |
| 1 (one) Mngrs. Apt. | S/N 4938 |

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James W. Hoffman

Address 1167 Bacon Ridge Road, Crownsville, MD 21032

2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.

Address 6400 Windsor Mill Rd., Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDED FEE 11.00
UNRECORDED COPY HAS 11.3139
NO 04/08

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Kubota G5200H Tractor # 37488
- 1 Kubota RC48G Mower # 30706
- 1 Kubota G2000 Snowblade # 2158

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

54900-814866

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

James W. Hoffman
Type or Print Above Name on Above Line

James W. Hoffman
(Signature of Debtor)

Type or Print Above Signature on Above Line

W. E. Richardson, Pres
(Signature of Secured Party)

W. E. Richardson
Type or Print Above Signature on Above Line

1180

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 25,000.00

If this statement is to be recorded in land records check here

This financing statement Dated 6/11/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BAVI-CO. INC.
Address 1230 CROFTON BLVD. CROFTON MD 21114

2. SECURED PARTY

Name JEFFERSON BANK AND TRUST COMPANY
Address 7505 GREENWAY CENTER DRIVE GREENBELT, MD 20770

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property (list)

ALL ACCOUNT RECEIVABLES, FURNITURE, FIXTURES AND LEASEHOLD IMPROVEMENTS NOW OWNED OR HEREAFTER ACQUIRED

RECORD FEE 11.00
RECORD TAX 175.00
POSTAGE .50
HUBBARD COST NO. 113148
6/14/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to. (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

BAVI-CO. INC.
[Signature]
(Signature of Debtor)

B. A. WIDMER
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

JUDITH A. MILLER
Type or Print Above Signature on Above Line

JEFFERSON BANK AND TRUST COMPANY
[Signature]
(Signature of Secured Party)

Michael E. Balderson
Type or Print Above Signature on Above Line

11-1750

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

^{Koch}
~~Gary Koch & Associates~~
Name or Names - Print or Type

1. LESSEE(S) 900 Ritchie Highway, Suite 201, Severna Park, MD 21146
Address - Street No. City - County State Zip

2. LESSOR L-J Leasing Company
600 Reisterstown Road Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1-Sharp Facsimile Model FO-300 Ser#81129295

Assigned: Sovran Bank
31 Light Street
Baltimore, MD 21202

RECORD FEE 11.00
PROPERTY COST 154 713424
11-10-81

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) [Signature]
By: [Signature]
Signature of Lessee
Gary W. Koch

LESSOR L-J Leasing Company
By: [Signature]
Signature of Lessor
Louise E. Neutze, Mgr.

Type or Print

Signature of Lessee

Type or Print

To The Filing Officer After This Statement Has Been Recorded Please Mail The Same To

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

11-10-81

No: _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

DEBTOR: Micromatix Distributing Company, Inc.

Type Address of Debtor: 825-B Hammonds Ferry Road
Linthicum Heights, MD 21090

Filing Officer may deliver or mail this Financing Statement after Recording to:

Secured Party: CHRYSLER FIRST WHOLESALE CREDIT INC
2000 Oxford Dr., Suite 200A
Bethel Park, PA 15102

Description of collateral covered by original Financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, ~~fixtures~~ accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check if covered Proceeds of Collateral are also covered

RECORD FEE 11.00
POSTAGE .50
#158910 0237 P03 T15:34
08/04/88

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 8, Sections 277 and 278, Annotated Code of Maryland, 1982 Supplement, as amended.

DEBTOR

SECURED PARTY

Micromatix Distributing Company, Inc.
(TYPE TRADE NAME OF DEBTOR)

CHRYSLER FIRST WHOLESALE CREDIT INC
By: _____

11.00
.50
(L. S.) John M. Mayola, President

T. E. McCabe, Reg. Credit Mgr.
(TYPE NAME AND TITLE)

John M. Mayola, President
(TYPE NAME AND TITLE)

300 530 PAGE 450
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Anne Arundel County Clerk, MD

274077

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. Not subject to Recordation Tax

If this statement is to be recorded in land records check here.

This financing statement Dated July, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jones Intercable, Inc.

Address 9697 E. Mineral Ave., Englewood, CO 80112

2. SECURED PARTY

Name Mellon Bank, N.A., as Agent, Attention: Loan Administration

Address Three Mellon Bank Center, Pittsburgh, PA 15259

Victoria L. Archer, Esq.

Reed Smith Shaw & McClay, 435 Sixth Ave., Pittsburgh, PA 15219

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The Collateral described in Exhibit A attached hereto.

RECORD FEE 22.00

POSTAGE .50

8327410 0345 R01 T14#42

CHECK THE LINES WHICH APPLY

08/04/88

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jones Intercable, Inc.

By:

(Signature of Debtor)

Alan M. Angelich

Group Vice President/Finance

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mellon Bank, N.A., as Agent

By:

(Signature of Secured Party)

Senior Vice President

Type or Print Above Signature on Above Line

27

50

Exhibit A to Financing Statement
Debtor: Jones Intercable, Inc.
Secured Party: Mellon Bank, N.A.,
individually and as Agent

The Collateral covered by this financing statement is all of Debtor's right, title and interest in and to (but none of its obligations with respect to) the items and types of property described or referred to in paragraphs (a) through (e) below, whether now owned or hereafter acquired, to the extent it is used in connection with, related to, or produced by, or a part of, the Northern Anne Arundel System, all of which, together with the Proceeds and products of all of the foregoing, shall be included in the term "Bank Security":

a) Tangible Property. All the Debtor's goods, machinery, Equipment, Inventory, fixtures and all other tangible property of any nature whatsoever, wherever located, including, without limitation, antennae, microwave and other receivers and transmitters, earth stations, studio and Head End equipment, computers, computer equipment, converters, decoders, power supplies, electronic equipment, mechanical fittings, signal processors, wire, cable of all types, including, without limitation, coaxial and fiber optic cable, amplifiers, filters, traps, connectors, anchors, radio, television, motion picture, and video tape equipment, including cameras, recorders, players, tools and lifts;

(b) Rights to Payment of Money. All Accounts and other rights to receive the payment of money, including, without limitation, receivables, rights to receive the payment of money under present or future contracts or agreements (whether or not earned by performance) and rights to receive payments from subscribers;

(c) Intangibles. To the extent assignable without forfeiture, (i) all Franchises, as from time to time amended or supplemented, (ii) all distribution rights, common law and statutory copyrights and rights in literary property and rights and licenses thereunder, (iii) all contracts, licenses and agreements, including, without limitation, Pole Agreements or railway crossing licenses, wiring agreements, management agreements and all rights thereunder (to the extent not included in Section 2(b) hereof), (iv) all trade names, goodwill, patents and patent rights, inventions, processes, licenses, leases, royalties, Chattel Paper, documents, permits, negotiable and non-negotiable instruments, judgments, choses in action, and (v) all other General Intangibles (including, without limitation, state and federal income tax refunds) and intangible property (to the extent not included in Section 2(b) hereof);

(d) Other Property. All other property, assets and things of value of every kind and nature, tangible or intangible, absolute or contingent, legal or equitable, which the Debtor may be possessed of or entitled to or which are now owned or may be hereafter acquired by the Debtor, including, without limitation, all accounts, chattel paper, contract rights, general intangibles, equipment, inventory and fixtures, as those terms are defined in the UCC; and

(e) Proceeds and Products. All improvements, replacements, substitutions, renewals, accessions or additions to all the items of Bank Security described in Paragraphs (a) through (d) above and all Proceeds and products of the items of Bank Security described in Paragraphs (a) through (d) above.

Capitalized terms used in this financing statement and not otherwise defined have the meanings set forth below:

"Accounts" shall mean all rights of the Debtor, now existing or hereafter acquired, to payment for goods sold or leased or for services rendered which are not evidenced by an instrument or Chattel Paper, whether or not earned by performance.

"Chattel Paper" shall mean a writing or writings which evidence both a monetary obligation and a security interest in, or a lease of, specific goods. When a transaction is evidenced both by such a security agreement or a lease and by an instrument or a series of instruments, the group of writings taken together constitutes Chattel Paper.

"Equipment" shall mean all goods, whether or not deemed to constitute fixtures, whenever acquired and wherever located, to the extent that it is used by, related to, produced by or bought for use primarily in the Northern Anne Arundel System and not included in Inventory, together with all attachments, accessories and parts used or intended to be used with said goods, whether now or hereafter installed herein or therein or thereon or affixed thereto, as well as all substitutions and replacements thereof in whole or in part.

"FCC" shall mean the Federal Communications Commission or any successor agency thereto performing functions similar to those performed by the Federal Communications Commission on the date hereof.

"Franchise" shall mean any franchise, permit, license or other authorization granted by any governmental unit or authority, including all laws, regulations and ordinances relating thereto, for the construction, operation and maintenance of a community antenna television system or SMATV system and the reception and transmission of signals by microwave, and shall include, without limitation, all licenses issued by the FCC for the operation of

community antenna relay systems, earth stations, business and other two-way radios, microwave systems and all certificates of compliance and cable television registration statements which are required to be issued by or filed with the FCC.

"General Intangible" shall mean any personal property (including things in action) other than goods, Accounts, Chattel Paper, documents and instruments.

"Head End" shall mean the antenna site, the tower and the antenna, the microwave communications equipment, the earth station and the head end facilities, the equipment, leaseholds or other real estate and leasehold improvements relating thereto included in the Northern Anne Arundel System.

"Inventory" shall mean all goods, whenever acquired and wherever located, held by the Debtor for sale or lease or furnished or to be furnished by the Borrower under contracts of service, and all raw materials, work in Debtor and materials owned by the Debtor, whenever acquired and wherever located, and used or consumed in the Northern Anne Arundel Systems.

"Northern Anne Arundel System" shall mean the System now owned or hereafter acquired by the Borrower in and around the County of Anne Arundel, Maryland.

"Pole Agreement" shall mean any pole agreement, pole rental, pole use, access or similar agreement with any telephone company, public authority, public utility or other entity pursuant to which the coaxial, fiber optic or other type of cable and local distribution units of a cable television system are extended.

"Proceeds" shall mean whatever is received when Bank Security or Proceeds are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including the proceeds of insurance payable by reason of loss of or damage to Bank Security or Proceeds.

"System" or "Systems" shall mean the assets constituting a cable television or SMATV system (including, without limitation, all related licenses, franchise and permits issued under federal, state or local laws from time to time, and all agreements with public utilities and microwave transmission companies, pole attachment, use, access or rental agreements, utility easements and all other property owned or used in connection with the entertainment and services provided pursuant to, and all interest of the Debtor and its Subsidiaries to receive revenues from, or pursuant to, said licenses, franchises and permits) owned and operated by the Debtor and its Subsidiaries and serving subscribers within a geographical area covered by one or more Franchises from the same head end facility or by two or more related head end facilities.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof and as amended from time to time hereafter of the state or states having jurisdiction with respect to all or any portion of the Bank Security from time to time.

FINANCING STATEMENT

Not subject to recordation tax

Taxable Debt: \$35,000.00

1. Name of Debtor(s): Treffer & Associates
Address: 133 Defense Highway, Suite 104-105
Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Bank & Trust Company
Address: P. O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00
RECORD TAX 245.00
POSTAGE .50

4. This Financing Statement covers the following types (or items) of property:
Executed contract from National Park Service for appraisal of the Richmond, Fredericksburg & Potomac Railroad contract #CX4000-8-0025.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

08/05/88
1

Debtor(s):

Secured Party:

Treffer & Associates

Annapolis Banking & Trust Company
(Type Name of Dealership)

By: *[Signature]*

By: *William A. Busik*
(Authorized Signature)

William A. Busik, Assistant V. P.
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11-
245-
52

BOOK 530 PAGE 456

274079

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

NOT SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- | | | |
|----|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 1. | NAME AND ADDRESS OF DEBTOR | Heritage Office Center III Limited Partnership c/o McCormick Properties, Inc. 11011 McCormick Road Hunt Valley, Maryland 21031 |
| 2. | NAME AND ADDRESS OF SECURED PARTY: | The First National Bank of Maryland 110 South Paca Street Baltimore, Maryland 21201 Attention: Rodger S. Nesbitt |

RECORD FEE 22.00
POSTAGE .50
MARRIED CITY 604 11138
05/05/88

3. This Financing Statement covers the following types (or items) of property:

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any

28-30

present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any

BOOK 530 PAGE 458

and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Madelyn F. Johannesen and Rodger S. Nesbitt, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a guaranty by Debtor of a loan (the "Loan") made by Secured Party to McCormick Properties, Inc.

5. Proceeds and products of the collateral are also covered.

BOOK 530 PAGE 459

6. The name of the record owner of the Property is Heritage Office Center III Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of debt initially incurred is \$10,000,000.

HERITAGE OFFICE CENTER III
LIMITED PARTNERHSHIP

By: McCormick Properties, Inc.,
General Partner

By: Roger B. Davis (SEAL)
Roger B. Davis
Vice President

Date: August 4, 1988

Mr. Clerk: Please return to: Robert W. Cannon, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

EXHIBIT A

Parcel One

BEING known and designated as "Unit III", as shown on a Plat entitled, HERITAGE OFFICE CENTER, a Condominium Development, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book E34, folio 5 and 6 and as said unit is described in a Declaration dated September 30, 1986 and recorded among the Land Records aforesaid in Liber 4210, folio 27.

TOGETHER with the undivided interest in the common elements as set forth in said Declaration dated September 30, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4210, folio 27.

TOGETHER with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right of way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of this conveyance and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

Being the same Condominium Unit described in a Deed dated October 30, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4226, folio 669 from Ritchie Title Holding Company to Heritage Office Center III Limited Partnership.

Parcel Two

BEING known and designated as "Unit IV", as shown on a Plat entitled, HERITAGE OFFICE CENTER, a Condominium Development, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book E34, folio 5 and 6 and as said unit is described in a Declaration dated September 30, 1986 and recorded among the Land Records aforesaid in Liber 4210, folio 27.

TOGETHER with the undivided interest in the common elements as set forth in said Declaration dated September 30, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4210, folio 27.

TOGETHER with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right of way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of this conveyance and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

Being the same Condominium Unit described in a Deed dated October 30, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4226, folio 669 from Ritchie Title Holding Company to Heritage Office Center IV Limited Partnership.

BOOK 530 PAGE 461

274080

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING
STATEMENT RECORDS OF THE STATE
OF MARYLAND AND IN THE LAND
RECORDS AND THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY,
MARYLAND.

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Heritage Office Center IV Limited Partnership
c/o McCormick Properties, Inc.
11011 McCormick Road
Hunt Valley, Maryland 21031
2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of Maryland
110 South Paca Street
Baltimore, Maryland 21201
Attention: Rodger S. Nesbitt

RECORD FEE 22.00
POSTAGE .50
M188560 0777 R04 T11438
08/03/88

3. This Financing Statement covers the following
types (or items) of property:

(a) All fixtures, fittings, furnishings,
appliances, apparatus, equipment and machinery, and all
articles of personal property of every kind and nature
whatsoever now or hereafter located in or upon any interest or
estate in that certain parcel of real property and
improvements now or hereafter thereon, located in Anne Arundel
County, Maryland, and more particularly described in Exhibit
A, attached hereto and made a part hereof (the "Property"), or
any part thereof, and used or usable in connection with any

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BOOK 530 PAGE 462

present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any

BOOK 530 PAGE 463

and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Madelyn F. Johannesen and Rodger S. Nesbitt, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a guaranty by Debtor of a loan (the "Loan") made by Secured Party to McCormick Properties, Inc.

5. Proceeds and products of the collateral are also covered.

BOOK 530 PAGE 464

6. The name of the record owner of the Property is Heritage Office Center IV Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of debt initially incurred is \$10,000,000.

HERITAGE OFFICE CENTER IV
LIMITED PARTNERHSHIP

By: McCormick Properties, Inc.,
General Partner

By: Roger B. Davis (SEAL)
Roger B. Davis
Vice President

Date: August 4, 1988

Mr. Clerk: Please return to: Robert W. Cannon, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

Parcel One

BEING known and designated as "Unit III", as shown on a Plat entitled, HERITAGE OFFICE CENTER, a Condominium Development, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book E34, folio 5 and 6 and as said unit is described in a Declaration dated September 30, 1986 and recorded among the Land Records aforesaid in Liber 4210, folio 27.

TOGETHER with the undivided interest in the common elements as set forth in said Declaration dated September 30, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4210, folio 27.

TOGETHER with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right of way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of this conveyance and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

Being the same Condominium Unit described in a Deed dated October 30, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4226, folio 669 from Ritchie Title Holding Company to Heritage Office Center III Limited Partnership.

Parcel Two

BEING known and designated as "Unit IV", as shown on a Plat entitled, HERITAGE OFFICE CENTER, a Condominium Development, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book E34, folio 5 and 6 and as said unit is described in a Declaration dated September 30, 1986 and recorded among the Land Records aforesaid in Liber 4210, folio 27.

TOGETHER with the undivided interest in the common elements as set forth in said Declaration dated September 30, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4210, folio 27.

TOGETHER with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right of way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of this conveyance and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

Being the same Condominium Unit described in a Deed dated October 30, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4226, folio 669 from Ritchie Title Holding Company to Heritage Office Center IV Limited Partnership.

BOOK 530 PAGE 466

274081

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING
STATEMENT RECORDS OF THE STATE
OF MARYLAND AND IN THE LAND
RECORDS AND THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY,
MARYLAND.

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Heritage Office Center I Limited Partnership
c/o McCormick Properties, Inc.
11011 McCormick Road
Hunt Valley, Maryland 21031
2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of Maryland
110 South Paca Street
Baltimore, Maryland 21201
Attention: Rodger S. Nesbitt

RECORD FEE 22.00
POSTAGE .50
REGISTERED MAIL 11143F
05/05/88

3. This Financing Statement covers the following
types (or items) of property:

(a) All fixtures, fittings, furnishings,
appliances, apparatus, equipment and machinery, and all
articles of personal property of every kind and nature
whatsoever now or hereafter located in or upon any interest or
estate in that certain parcel of real property and
improvements now or hereafter thereon, located in Anne Arundel
County, Maryland, and more particularly described in Exhibit
A, attached hereto and made a part hereof (the "Property"), or
any part thereof, and used or usable in connection with any

2752

present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any

BOOK 530 PAGE 468

and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Madelyn F. Johannesen and Rodger S. Nesbitt, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a guaranty by Debtor of a loan (the "Loan") made by Secured Party to McCormick Properties, Inc.

5. Proceeds and products of the collateral are also covered.

BOOK 530 PAGE 469

6. The name of the record owner of the Property is Heritage Office Center I Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of debt initially incurred is \$10,000,000.

HERITAGE OFFICE CENTER I
LIMITED PARTNERHSHIP

By: McCormick Properties, Inc.,
General Partner

By: *Roger B. Davis* (SEAL)
Roger B. Davis
Vice President

Date: *August 4*, 1988

Mr. Clerk: Please return to: Robert W. Cannon, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

Parcel One

BEING known and designated as "Unit I", as shown on a Plat entitled "HERITAGE OFFICE CENTER, a Condominium Development", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book E34, folio 5 and 6 and as said unit is described in a Declaration dated September 30, 1986 and recorded among the Land Records aforesaid in Liber 4210, folio 27.

TOGETHER with the undivided interest in the common elements as set forth in said Declaration recorded among the said Land Records of Anne Arundel County.

TOGETHER with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right to way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of this conveyance and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

Parcel Two

BEING known and designated as "Unit II", as shown on a Plat entitled "HERITAGE OFFICE CENTER, a Condominium Development", which Plat recorded among the Land Records of Anne Arundel County in Plat Book E34, folio 5 and 6 and as said unit is described in a Declaration dated September 30, 1986 and recorded among the Land Records aforesaid in Liber 4210, folio 27.

TOGETHER with the undivided interest in the common elements as set forth in said Declaration recorded among the said Land Records of Anne Arundel County.

TOGETHER with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right to way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of this conveyance and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

BOOK 530 PAGE 471

274082

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING
STATEMENT RECORDS OF THE STATE
OF MARYLAND AND IN THE LAND
RECORDS AND THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY,
MARYLAND.

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR
Heritage Office Center II
Limited Partnership
c/o McCormick Properties, Inc.
11011 McCormick Road
Hunt Valley, Maryland 21031
2. NAME AND ADDRESS OF SECURED PARTY:
The First National Bank of
Maryland
110 South Paca Street
Baltimore, Maryland 21201
Attention: Rodger S. Nesbitt

RECORD FEE 22.00
POSTAGE .50
MAY 20 11 39 AM '88
05/05/88

3. This Financing Statement covers the following
types (or items) of property:

(a) All fixtures, fittings, furnishings,
appliances, apparatus, equipment and machinery, and all
articles of personal property of every kind and nature
whatsoever now or hereafter located in or upon any interest or
estate in that certain parcel of real property and
improvements now or hereafter thereon, located in Anne Arundel
County, Maryland, and more particularly described in Exhibit
A, attached hereto and made a part hereof (the "Property"), or
any part thereof, and used or usable in connection with any

2052

BOOK 530 PAGE 472

present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any

BOOK 530 PAGE 473

and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Madelyn F. Johannesen and Rodger S. Nesbitt, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a guaranty by Debtor of a loan (the "Loan") made by Secured Party to McCormick Properties, Inc.

5. Proceeds and products of the collateral are also covered.

BOOK 530 PAGE 474

6. The name of the record owner of the Property is Heritage Office Center II Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of debt initially incurred is \$10,000,000.

HERITAGE OFFICE CENTER II
LIMITED PARTNERHSHIP

By: McCormick Properties, Inc.,
General Partner

By: *Roger B. Davis* (SEAL)
Roger B. Davis
Vice President

Date: *August 4*, 1988

Mr. Clerk: Please return to: Robert W. Cannon, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

EXHIBIT A

Parcel One

BEING known and designated as "Unit I", as shown on a Plat entitled "HERITAGE OFFICE CENTER, a Condominium Development", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book E34, folio 5 and 6 and as said unit is described in a Declaration dated September 30, 1986 and recorded among the Land Records aforesaid in Liber 4210, folio 27.

TOGETHER with the undivided interest in the common elements as set forth in said Declaration recorded among the said Land Records of Anne Arundel County.

TOGETHER with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right to way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of this conveyance and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

Parcel Two

BEING known and designated as "Unit II", as shown on a Plat entitled "HERITAGE OFFICE CENTER, a Condominium Development", which Plat recorded among the Land Records of Anne Arundel County in Plat Book E34, folio 5 and 6 and as said unit is described in a Declaration dated September 30, 1986 and recorded among the Land Records aforesaid in Liber 4210, folio 27.

TOGETHER with the undivided interest in the common elements as set forth in said Declaration recorded among the said Land Records of Anne Arundel County.

TOGETHER with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right to way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of this conveyance and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 267
ID No. 270735

William J. Wroten
Jean L. Wroten
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) June 25, 1989

4. Check Applicable Statement:

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p> | <p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p> |
| <p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> |

BEING KNOWN AND DESIGNATED as Lot Nos. Seven (7), as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 7-2-88

MERCANTILE MORTGAGE CORPORATION

Paul W. Parks

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Street, D.P.

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-148)

Handwritten notes:
RUM
10-00
50
11/21/40
18/05/68

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Seaside Seafood, Inc.
Address: 1701 South Crain Highway
Glen Burnie, MD 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Inventory & Equipment

4. Check the statements which apply, if any, and supply the information indicated

If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.
The above-described goods are affixed or to be affixed to:

RECORDING FEE 11.00
POSTAGE .50
RECORDING COST NO. 711433
07/19/88

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Seaside Seafood, Inc.

William G. Wood President
.....
William G. Wood, President
.....

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*

Dennis L. Ortiz
(Type Name and Title)
Assistant Vice President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

6855

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| 1. DEBTOR(S) (LAST NAME, FIRST, ADDRESS) Cedar Hill Cemetery, Inc 3929 Ritchie Highway Baltimore, MD 21225 | 2. SECURED PARTY(IES) AND ADDRESSES Ford Motor Credit P.O. Box 637 Mechanicsville, VA 23111 |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|

3. This statement refers to original Financing Statement No. 42037 Dated 12-22-86

- | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: | C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property: | D. Termination <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

BOOK 506 Page 251

4. This transaction is exempt from the Recording Tax.
Filed with Anne Arundel Co.

Dated 7-29, 19 88 By Ford Motor Credit
P. Y. Matthews

F.M.C.C. JUN 65 7286-M (MARYLAND ONLY)

APM

| | |
|-------------------------|-------|
| RECORD FEE | 10.00 |
| POSTAGE | .50 |
| #188886 C2IT 804 T10.00 | |
| 00/00/00 | |

10.00
50

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Check if applicable <input type="checkbox"/> TO BE RECORDED IN THE LAND RECORDS | |
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code | |
| Maturity date (if any): | |
| 1. Debtor(s) Name (Last Name First) Roisin A. Nolan | 2. Debtor(s) Complete Address(es) 1014 Smith Drive Arnold, Maryland 21012 |
| 3. & 4. Secured Party(ies) and Complete Address(es) General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, Maryland 21061 | 5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) 7310 Ritchie Highway Glen Burnie, Maryland 21061 |
| 7. This financing statement covers the following types (or items) of property: (Describe) 1988 Evinrude outboard motor, model 88spl, serial #R1806334 | |
| 8a. () Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented. () | |
| RECORDED FEE \$11.00 #100740 0337 404 710433 00/00/00 | |
| Filed with Circuit Court Clerk of Anne Arundel County County; Other _____ | |
| 9. Transaction is (), is not (), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____ | |
| 10. This statement to be returned after recordation to Secured Party, shown above or to _____ | |
| Signature(s) of Debtor(s) <u>Roisin A. Nolan</u> Roisin A. Nolan | Signature(s) of Secured Party(ies) or Assignee(s) <u>W.H. Hamill, Jr.</u> W.H. Hamill, Jr. Assist. Treasurer General Motors Acceptance Corp. |
| FILING OFFICER COPY Type or Print Names Clearly Below Signature. | |
| GMAC UCCI Md. 4-74 | |

NOT FOR PUBLICATION

Check if applicable TO BE RECORDED IN THE LAND RECORDS

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

Maturity date (if any):

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| 1. Debtor(s) Name (Last Name First) Sudduth, Christopher D. | 2. Debtor(s) Complete Address(es) P.O. Box 424 Mayo, Maryland 21106 |
| 3. & 4. Secured Party (ies) and Complete Address(es) General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, Maryland 21061 | 5. & 6. Assignee(s) of Secured Party (ies) and Complete Address(es) 7310 Ritchie Highway Glen Burnie, Maryland 21061 |

7. This financing statement covers the following types (or items) of property: (Describe)
1987 Evinrude outboard motor model 28ESLCU, serial #E0687434

RECORD FEE
\$1.00 PER COPY

8a. Proceeds are also covered. 8b. Products of collateral are also covered. No. of additional sheets presented: ()

Filed with Circuit Court Clerk of Anne Arundel County County; Other _____

9. Transaction is , is not , (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____

10. This statement to be returned after recordation to Secured Party, shown above or to _____

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">Signature(s) of Debtor(s)</p> <p style="text-align: center;"><i>Christopher D. Sudduth</i></p> <p>Christopher D. Sudduth</p> | <p style="text-align: center;">Signature(s) of Secured Party (ies) or Assignee(s)</p> <p style="text-align: center;"><i>W.H. Hamill, Jr.</i> Asst. Treas.</p> <p>W.H. Hamill, Jr. Asst. Treasurer General Motors Acceptance Corporation</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

FILING OFFICER COPY

Type or Print Names Clearly Below Signature.

GMAC UCCI Md. 4-74

NOT FOR PUBLICATION

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County, Maryland
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 45,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Tektron Micro Electronics, Inc. Address(es): 7483-A Candlewood Road Hanover, Maryland 21076-3102

6. Secured Party: Maryland National Bank Address: 7474 Greenway Center Drive Suite 110 Greenbelt, Maryland 20770
 Attention: Chrissie Moore
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above)

RECORD FEE 11.00
 POSTAGE .50
 #160130 C777 R03 109:53
 09/08/89

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Tektron Micro Electronics, Inc.

Secured Party: Maryland National Bank

By: Stanley Schneider (Seal)
 Type name and title, if any
Stanley Schneider, President

By: _____ (Seal)

By: _____ (Seal)
 Type name and title, if any

Phillip Kunzelman, Assistant Vice President
 Type name and title

11/50

TQFO

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR'S LAST NAME, FIRST, ADDRESS

Galloway, Samuel
5720 Belle Grove Rd
Baltimore MD 21225

2. SECURED PARTY'S NAME AND ADDRESS

Ford Motor Credit Company
P. O. Box 637
1133 Old Hickory Drive
Mechanicsville, VA 23111

FOR FILING OFFICER: DATE, TIME, NUMBER AND FILING OFFICE

3. This statement refers to original Financing Statement No. 26-8908 Dated: 6-4-87

A. Continuation.

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release.

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment.

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Termination.

The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

RPM

libser 515 page 382

RECORD FEE 10.00
POSTAGE .50
#160160 0777 R03 109:55
08/08/88

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundell, MD

Ford Motor Credit Co
NAME OF SECURED PARTY

Dated: 7-20 1988

By: [Signature]

F.M.C.C.
JUN '85 7288-M (MARYLAND ONLY)

1050

FINANCING STATEMENT

File No. []

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 DEBTOR(S) and Address(es) John Wunderlick T/A OMEGA INTERNATIONAL 712 Stillwater road Gibson Island, Md 21056</p> | <p>2 SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Bonnie Dick - Tolson</u></p> <hr/> <p>Return to Secured Party</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations, all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E Other

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) exempt from the recordation tax (Md.)
Principal amount of debt initially incurred is \$ _____

RECORD FEE 12.00
POSTAGE .50
0777 R03 T09:56
08/08/88

DEBTOR:
John Wunderlick T/A
OMEGA INTERNATIONAL

(Type Name)
By: [Signature]
By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND
By: [Signature]
NANCY FOX

(Type Name)
7/29 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

12-50

This FINANCING STATEMENT is presented to a Filing Office pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

The Debtor is a franchising entity.

1. Debtor(s) (Last Name for (b) and Address(es))
 WOLFE CHARLES F.
 WOLFE LOUISE E.
 128 PATUXANT MOB ESTATES
 POTOMAC MD 20731

2. Secured Parties Name(s) and Address(es)
 CHESAPEAKE MOBILE HOMES, INC.
 10039 W SECOND AVE
 LAUREL, MD 20797

3. Filing Office, Date, Time, No. Filing Office
 RECORD FEE 12.00
 POSTAGE .50
 #160280 0717 A03 T10:09
 09/09/99

4. This Financing Statement covers the following types (or items) of property:
 1988 WILLY PARK FOREST PARK 14 X 80
 21017 AND INCLUDING ALL FURNITURE, FIXTURES,
 APPLIANCES AND APPURTENANCES THEREIN AND THEREON
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
 PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
 Proceeds of the Collateral are also covered

5. Assignments of Secured Party and Address(es)
 GREEN TREE ACCEPTANCE INC.
 2200 SPIRO BOULEVARD SUITE 240
 HUNTSVILLE, AL 35894

6. Name of a Record Owner:
 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe the Real Estate in Item 8)

7. Describe Real Estate Here: _____
 This statement is to be indexed in the Real Estate Records.

8. No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

9. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction:
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

10. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Assignee(s) and Consignor(s), or
 Lessor(s) and Lessor(s).

By: Charles F. Wolfe Signature(s) of Debtor(s)
Wolfe Louise E. Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

11. FILING OFFICER COPY - NUMERICAL
 STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

(3-83)

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code | | No. of Additional Sheets Presented | <input type="checkbox"/> The Debtor is a transmitting utility |
| 1. Debtor(s) (Last Name First and Address(es)) JESUS M. ROHENA 254 RIP'S DRIVE LOTHIAN, MARYLAND 20711 | | 2. Secured Party(ies) Name(s) and Address(es) ACCENT MOBILE HOMES 7401 MOORE ROAD BRANDYWINE, MARYLAND 20613 | |
| 3. This Financing Statement covers the following types (or items) of property 1978 02110668-L 70X 14 HILLCREST | | 4. For Filing Office: Date Time No. Filing Office RECORD FEE 12.00 | |
| 5. This Financing Statement covers the following types (or items) of property 1978 02110668-L 70X 14 HILLCREST | | 6. Assignee(s) of Secured Party and Address(es) Crescent Financial, Inc. 1623 Forest Drive Suite 201 Annapolis, MD 21401 POSTAGE .50 | |
| To include all furniture, fixtures, appliances, and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail security agreement. | | <input type="checkbox"/> The described goods are or are to be cut or minerals or the like (including oil and gas) in or on * *(Describe Real Estate in Item 8) | |
| 8. Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records | | 9. Name of a Record Owner | |

| | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|---------|-------|-----|
| No. & Street | Town or City | County | Section | Block | Lot |
| 10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, or <input type="checkbox"/> when the collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State. | | | | | |
| 11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s). | | | | | |

JESUS M. ROHENA *Jesus M Rohena* Crescent Financial, Inc.
 MAYRA B. ROHENA *Mayra B Rohena* *Debra Haugee*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (1) Filing Officer Copy Numerical *1250* (Required only if Item 10 is checked)
 (3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 530 PAGE 486

274095

18.50

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Cramer & Schmidbauer Associates
Name or Names

5200 Ritchie Highway Baltimore, Maryland 21225
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

RECORD FEE 12.00
POSTAGE .50

Box 307 Riderwood, Maryland 21139

#184590 0777 903 111422
08/08/88

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

Microstar 386 Computer w/Hard Disk, 2MB RAM, 1.2 MB Floppy Drive
101 Keyboard, 60 MB Internation Talpe Backup Drive, Monochrome Monitor,
Monochrome Graphics Card; Microstar 286 Computer w/Hard Disk 40 MB, 1 MB RAM,
1.2 Floppy Disk, Monochrome Monitor, Monochrome Graphics Card, 40 MB
Internal Tape Backup; Microstar PC w/20 MB Hard Disk, 640K RAM, 360K Floppy
Drive, Regular Keyboard, Monochrome Monitor, Monochrome Graphics Card,
Input Output Card.

Lessee:

Cramer & Schmidbauer Associates

James J. Cramer
(Signature of Lessee)

JAMES J. CRAMER (PARTNER)
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

[Signature]
(Signature of Lessor)

JAMES HURNER, VICE PRESIDENT
(Type or Print (Include Title))

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

1850

FINANCING STATEMENT

1. Name of Debtor: WEST TECH VENTURE LIMITED
PARTNERSHIP
Address: c/o Mr. A. John Briscuso
2444 Solomons Island Road
Annapolis, Maryland 21401
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Industries Group
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether ~~now~~ existing or hereafter constructed) described in a certain Deed of Trust dated June , 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof. *AMW*

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof. *18.00*
.50
RECEIVED BY THE 7/12/87
28/08/88

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds. *E*

1800
10

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$1,400,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

Debtor:

WEST TECH VENTURE LIMITED
PARTNERSHIP

By: West Tech, Inc.,
General Partner

By *G. John Buscemi*
Name:
Title:

Secured Party:

MARYLAND NATIONAL BANK

By *Patricia A. Hicks*
Patricia A. Hicks
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

EXHIBIT "A"

BEGINNING for the first at a P.K. nail set on the back of the curb and on the north right of way line of West Street as shown on State Roads Commission Plat No. 19831; said nail also being South 81° 21' 10" East 52.0 feet from the beginning point as described in the conveyance from Pauline Fletcher Weeden and Henry P. Weeden, her husband, to Humble Oil and Refining Co. by deed dated February 7, 1963, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber LNP 1635, folio 1; thence running from said beginning point so fixed and leaving West Street and running with the east line of the conveyance from Douglas F. Lyons to Thomas W. Harris, Sr. and Ida E. Harris, his wife by deed dated October 14, 1955, and recorded among the said Land Records in Liber GTC 984, folio 244, and also with the west line of the conveyance from Linwood L. Clark, Trustee, to Oscar Prann and Edith Prann, his wife, by deed dated June 30, 1947, and recorded in Liber GTC 1039, folio 318, North 08° 25' 30" East 4.13 feet to a pipe set on the back edge of the sidewalk; thence continuing with the east line of the Harris property and the west line of the Prann property, North 08° 25' 30" East 439.63 feet to a pipe set on the south right of way line of the Washington, Baltimore and Annapolis Railroad; thence leaving the conveyance from Lyons to Harris and with the right of way line of said Railroad, South 80° 47' 40" East 50.0 feet to a pipe set; thence leaving said Railroad and running with the east line of the above mentioned Prann property and the west line of the conveyance from George E. Rullman, Trustee, to Daniel E. Brown and Mildred Brown, his wife, by Deed dated January 18, 1945, and recorded among the said Land Records in Liber JHH 323, folio 196, South 08° 25' 40" West 439.15 feet to a pipe set on the back edge of the sidewalk; thence continuing South 08° 25' 40" West 4.13 feet to a P.K. nail set on the back edge of the curb and on the north right of way line of West Street; said P.K. nail being in a westerly direction 765 feet, more or less, from where the north side of West Street intersects the west side of Admiral Drive, formerly known as Cowhide Branch Road; thence running with the north side of West Street, North 81° 21' 10" West 50.0 feet to the place of beginning. Containing 22,176 square feet according to a survey made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in March 1971.

BEGINNING for the second at a point on the north side and on the right of way line of West Street, as shown on State Roads Commission Plat No. 19831; said point being in the east line of the conveyance from Douglas F. Lyons to Thomas W. Harris, Sr. and Ida E. Harris, his wife, by deed dated October 14, 1955 and recorded among the Land Records of Anne Arundel County in Liber 984, folio 244; said point also being in the west line of the conveyance from Oscar Prann and Edith E. Prann, his wife, to Parole Realty Corporation by deed dated April 22, 1971 and recorded among said Land Records in Liber 2401, page 90; thence running from said beginning point, so fixed, and with the north side of West Street, North 81° 21' 10" West 52 feet to a point in the west outline of the conveyance from Lyons to Harris; said point also being the same beginning point as described in the conveyance from Pauline Fletcher Weeden and Henry P. Weeden, her husband, to Humble Oil and Refining Company by deed dated February 7, 1963 and recorded among said Land Records in Liber 1635, page 1; thence leaving West Street and running with the east outline of the above mentioned conveyance from Weeden to the Humble Oil and Refining Company and running with the west line of the above mentioned conveyance from Lyons to Harris, North 08° 41' 10" East 444.22 feet to a point on the south right of way line of the W.B.&A. Railroad and at the northwest corner of the above mentioned conveyance from Lyons to Harris; thence running with the south right of way line of said railroad South 81° 38' 20" East 2.46 feet to a point; thence still with the right of way line of said railroad, South 80° 47' 40" East 47.54 feet to a point at the northeast corner of said conveyance from Lyons to Harris; said last mentioned point also being the northwest corner of the conveyance from Oscar Prann and Edith E. Prann, his wife, to the Parole Realty Corporation by deed dated April 22, 1971 and recorded among said Land Records in Liber 2401, folio 90; thence leaving said railroad and running with the east line of the above mentioned conveyance to Harris and

with the west line of the above mentioned conveyance to Parole Realty Corporation, South 08° 25' 30" West 443.76 feet to the place of beginning. Containing 22,639 square feet, more or less, and as described by J. R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors.

Hummer, Brown + Darrow
P.O. Box 668
Annapolis Md.
21404

BOOK 530 PAGE 491

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272648
RECORDED IN LIBER 526 FOLIO 329 ON 05-04-88 (DATE)

1. DEBTOR

Name Cox Creek Refining Company
Address Kembo Road, P.O. Box 3407, Baltimore, MD 21226

2. SECURED PARTY

Name Marubeni America Corporation RECORD FEE 76.00
Address 200 Park Avenue, New York, New York 10166 POSTAGE .50
Attn: S. Tabuchi
Person And Address To Whom Statement Is To Be Returned If Different From Above. #325590 E345 R01 T14:31

3. Maturity date of obligation (if any) n/a 08/09/88

CHECK FORM OF STATEMENT

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Financing Statement bearing number shown above is amended as set forth in Item E below.</p> |
| <p>e. The rights of the Secured Party pursuant to the Financing Statement bearing the number shown above are modified as reflected in the Intercreditor Agreement, dated as of July 25, 1988, among Banco Internacional, S.N.C., acting through its New York agency, Marubeni America Corporation and Daiwa Bank Trust Company, and acknowledged by Cox Creek Refining Company, which Intercreditor Agreement is attached hereto as Schedule A.</p> | |

1988 AUG -8 A 11: 12

Dated August 1, 1988 By: MARUBENI AMERICA CORPORATION
(Signature of Secured Party)
Y. Yagi
Type or Print Above Name on Above Line

Dated July 25, 1988 By: Tom S. Murphree
(Signature of Debtor)
Tom S. Murphree
Type or Print
Above Name on Above Line

ACKNOWLEDGEMENT COPY

800 530 PAGE 492

INTERCREDITOR AGREEMENT

among

BANCO INTERNACIONAL, S.N.C.
acting through its New York Agency

MARUBENI AMERICA CORPORATION

and

DAIWA BANK TRUST COMPANY

and

acknowledged by

COX CREEK REFINING COMPANY

1988 AUG -8 A 11:12

INTERCREDITOR AGREEMENT

INTERCREDITOR AGREEMENT dated as of July 25, 1988 among BANCO INTERNACIONAL, S.N.C., acting through its New York Agency ("BI"), MARUBENI AMERICA CORPORATION ("Marubeni"), and DAIWA BANK TRUST COMPANY ("Daiwa"), and acknowledged by COX CREEK REFINING COMPANY (the "Borrower").

RECITALS:

A. The Borrower and BI are parties to a Credit and Reimbursement Agreement dated as of July 25, 1988 pursuant to which BI has agreed to extend credit to the Borrower (the "BI Credit Agreement"). Pursuant to a Security Agreement dated as of July 25, 1988 (the "BI Security Agreement"), the Borrower has granted to BI liens on and security interests in certain of the assets of the Borrower in order to secure the obligations of the Borrower to BI under the BI Credit Agreement and under certain related agreements.

B. The Borrower and Marubeni are parties to a Finance and Purchase Money Security Agreement dated as of May 3, 1988 pursuant to which Marubeni has agreed to extend credit to the Borrower (the "Marubeni Credit Agreement"). Pursuant to the Marubeni Credit Agreement and the separate Deed of Trust and Security Agreement dated as of May 3, 1988 (the Marubeni Credit Agreement and such Deed of Trust and Security Agreement being hereinafter referred to, collectively, as the "Marubeni Credit and Security Agreement"), the Borrower has granted to Marubeni liens on and security interests in certain of the assets of the Borrower in order to secure the obligations of the Borrower to Marubeni thereunder and under certain related agreements.

C. The Borrower and Daiwa are parties to an Amended, Modified and Restated Loan Agreement dated as of August 20, 1987, as amended by a letter from Daiwa to the Borrower dated January 15, 1988, pursuant to which Daiwa has agreed to extend credit to the Borrower (the "Daiwa Credit Agreement"). Pursuant to an Amended, Modified and Restated Mortgage and Security Agreement dated as of August 20, 1987 (the "Daiwa Security Agreement"), the Borrower has granted to Daiwa liens on and security interests in certain of the assets of the Borrower in order to secure the obligations of the Borrower to Daiwa under the Daiwa Credit Agreement and under certain related agreements.

D. Each of BI, Marubeni and Daiwa desires to enter into this agreement to confirm their respective liens on and security interests in the assets of the Borrower, to establish the respective priorities of such liens and security interests and to provide a practical means of allocating among BI, Marubeni and Daiwa the products and proceeds of certain collateral.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

Section 1. Definitions. As used herein, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"BI Credit Agreement" has the meaning ascribed thereto in paragraph A of the recitals hereto.

"BI Security Agreement" has the meaning ascribed thereto in paragraph A of the recitals hereto.

"Code" means the Uniform Commercial Code as adopted in Maryland.

"Daiwa Credit Agreement" has the meaning ascribed thereto in paragraph C of the recitals.

"Daiwa Security Agreement" has the meaning ascribed thereto in paragraph C of the recitals hereto.

"Hedging Contracts" means hedging contracts entered into by the Borrower from time to time in connection with purchases by the Borrower of copper blister, anode and/or cathode.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financial statement under the Uniform Commercial Code or comparable law of any jurisdiction in respect of any of the foregoing).

"Marubeni Credit Agreement" has the meaning ascribed thereto of paragraph B of the recitals hereto.

"Marubeni Credit and Security Agreement" has the meaning ascribed thereto in paragraph B of the recitals hereto.

"Proceeds" has the meaning ascribed thereto in the Code.

"Products" of any collateral means products into which such collateral has been manufactured, processed, assembled, commingled or refined.

"Sales Contracts" means agreements entered into by the Borrower from time to time providing for the sale by the Borrower of the Products of copper blister, anode and or cathode.

"Separate BI Collateral" means the copper blister, anode and/or cathode purchased by the Borrower with financing obtained from BI pursuant to the BI Credit Agreement.

"Separate Daiwa Collateral" means the assets of the Borrower on which Daiwa has been granted Liens pursuant to the Daiwa Security Agreement other than the Separate BI Collateral, the Separate Marubeni Collateral and the Shared Collateral.

"Separate Marubeni Collateral" means the copper blister, anode and/or cathode purchased by the Borrower with financing obtained from Marubeni pursuant to the Marubeni Credit and Security Agreement.

"Shared Collateral" means (i) the Hedging Contracts, (ii) the Sales Contracts, (iii) the Products of the Separate BI Collateral and of the Separate Marubeni Collateral, (iv) any Separate Marubeni Collateral received or held by Marubeni after the payment in full of all obligations of the Borrower to Marubeni under the Marubeni Credit Agreement, (v) any Separate BI Collateral received or held by BI after the payment in full of all obligations of the Borrower to BI under the BI Credit Agreement, and (vi) the Proceeds of the foregoing.

Section 2. Acknowledgements of Security Interests; Agreements with Respect to Separate Collateral.

(a) Each of BI and Daiwa hereby acknowledges the Liens of Marubeni on the assets of the Borrower granted to Marubeni in the Marubeni Security Agreement. Each of BI and Daiwa further agrees that, notwithstanding the order of attachment or perfection of any Lien on the Separate Marubeni Collateral granted to any of the parties, the Liens

of Marubeni on the Separate Marubeni Collateral shall have priority over any Liens on the Separate Marubeni Collateral which BI or Daiwa may have and that any Liens of BI or Daiwa on the Separate Marubeni Collateral are and shall be subordinate and junior to the Liens thereon of Marubeni. If, through the exercise of any right or remedy, BI or Daiwa receives any of the Separate Marubeni Collateral or Proceeds of such Separate Marubeni Collateral, BI or Daiwa, as the case may be, shall promptly deliver or pay to Marubeni all of such Separate Marubeni Collateral or Proceeds of such Separate Marubeni Collateral.

(b) Each of BI and Marubeni hereby acknowledges the Liens of Daiwa on the assets of the Borrower granted to Daiwa in the Daiwa Security Agreement. Each of BI and Marubeni further agrees that, notwithstanding the order of attachment or perfection of any Lien on the Separate Daiwa Collateral granted to any of the parties, the Liens of Daiwa on the Separate Daiwa Collateral shall have priority over any Liens on the Separate Daiwa Collateral which BI or Marubeni may have and that any Liens of BI and Marubeni on the Separate Daiwa Collateral are and shall be subordinate and junior to the Liens thereon of Daiwa. If, through the exercise of any right or remedy, BI or Marubeni receives any of the Separate Daiwa Collateral or Proceeds of such Separate Daiwa Collateral, BI or Marubeni, as the case may be, shall promptly deliver or pay to Daiwa all of such Separate Daiwa Collateral or Proceeds of such Separate Daiwa Collateral.

(c) Each of Marubeni and Daiwa hereby acknowledges the Liens of BI on the assets of the Borrower granted to BI in the BI Security Agreement. Each of BI and Marubeni further agrees that, notwithstanding the order of attachment or perfection of any Lien on the Separate BI Collateral granted to any of the parties, the Liens of BI on the Separate BI Collateral shall have priority over any Liens on the Separate BI Collateral which Marubeni or Daiwa may have and that the Liens of BI and Marubeni on the Separate BI Collateral are and shall be subordinate and junior to the Liens thereon of BI. If, through the exercise of any right or remedy, Marubeni or Daiwa receives any of the Separate BI Collateral or Proceeds of such Separate BI Collateral, Marubeni or Daiwa, as the case may be, shall promptly deliver or pay to BI all of such Separate BI Collateral or Proceeds of such Separate BI Collateral.

Section 3. Agreements With Respect to Shared Collateral. (a) BI, Marubeni and Daiwa acknowledge that the Separate BI Collateral and the Separate Marubeni Collateral are likely to be manufactured, processed, assembled, commingled or refined by the Borrower such that their identity likely will be lost in the mass or product resulting

therefrom. Similarly, it is expected that the Proceeds and Products of the Separate BI Collateral and the Separate Marubeni Collateral may not be readily identifiable as Proceeds or Products, as the case may be, thereof. In order to clarify the rights of the parties with respect to the foregoing collateral and any Hedging Contracts and Sales Contracts the parties hereby agree as provided in this Section 3.

(b) Each of Marubeni and BI grants to the other on a continuing basis a participation in any Lien which it may have on any of the Shared Collateral. Each such participation interest shall rank pari passu with the Lien on the Shared Collateral in which it is granted. The provisions of Section 3(f) below shall be applicable in determining the rights of Marubeni and BI to any Shared Collateral or the Proceeds thereof received by either BI or Marubeni.

(c) Daiwa agrees that the Liens (including participation interests granted pursuant to Section 3(b)) of BI and Marubeni on the Shared Collateral shall have priority over any Liens on the Shared Collateral which Daiwa may have and that any Liens of Daiwa on the Shared Collateral are and shall be subordinate and junior to the Liens thereon (including participation interests granted pursuant to Section 3(b)) of each of BI and Marubeni.

(d) Each of Marubeni and BI agrees that, notwithstanding the order of attachment or perfection of any Lien (including participation interests granted pursuant to Section 3(b)) on the Shared Collateral of either of them, all such Liens shall rank pari passu. The provisions of Section 3(f) below shall be applicable in determining the rights of Marubeni and BI to any Shared Collateral or the Proceeds thereof received by either BI or Marubeni.

(e) If, through the exercise of any right or remedy, Daiwa receives any of the Shared Collateral or Proceeds of such Shared Collateral (including proceeds of sale), Daiwa shall promptly deliver or pay to either Marubeni or BI all of such Shared Collateral or Proceeds of such Shared Collateral.

(f) If, through the exercise of any right or remedy or by operation of Section 3(e), either Marubeni or BI receives any of the Shared Collateral or Proceeds of any of the Shared Collateral (including Proceeds of sale), Marubeni or BI, as the case may be, shall promptly deliver or pay to the other such other party's Pro Rata Share thereof, plus any such Shared Collateral or Proceeds thereof in excess of such other party's Pro Rata Share thereof remaining after the payment in full of the obligations of the Borrower to the

party receiving such Shared Collateral or Proceeds thereof under the credit agreement between the Borrower and such party. For purposes of the foregoing, the "Pro Rata Share" of any Shared Collateral or Proceeds of Shared Collateral of each of Marubeni and BI shall be the ratio that the unpaid principal amount of the obligations owed to it under the Marubeni Credit and Security Agreement or the BI Credit Agreement, as the case may be, bears to the aggregate unpaid principal amount of the obligations to Marubeni and BI under both such agreements, excluding from the principal amount of any such obligations the amount of any borrowings utilized by the Borrower other than to purchase copper blister, anode and/or cathode, provided such utilization is permitted under the relevant agreement. Any Shared Collateral or Proceeds of any Shared Collateral received or held by either BI or Marubeni after the payment in full of the obligations of the Borrower to both of them under their credit agreement with the Borrower shall be delivered or paid promptly to Daiwa for application against any unpaid obligations of the Borrower to Daiwa under the Daiwa Credit Agreement.

Section 4. Exercise of Rights By Parties. (a) Subject to all the provisions of this Agreement, each of Marubeni and Daiwa agrees that BI may, without objection or interference by BI or Daiwa, take any and all actions and exercise any and all rights, remedies and options which it is authorized or permitted to take or exercise under the BI Credit Agreement and the BI Security Agreement to obtain the curing of any default, to sell or otherwise realize upon any property pledged or assigned to BI or on which BI has been granted any Lien under the BI Security Agreement or for any other purpose.

(b) Subject to all the provisions of this Agreement, each of BI and Daiwa agrees that Marubeni may, without objection or interference by the BI or Daiwa, take any and all actions and to exercise any and all rights, remedies and options which it is authorized or permitted to take or exercise under the Marubeni Credit and Security Agreement to obtain the curing of any default, to sell or otherwise realize upon any property pledged or assigned to Marubeni or on which Marubeni has been granted any Lien under the Marubeni Credit and Security Agreement or for any other purpose.

(c) Subject to all the provisions of this Agreement, each of BI and Marubeni agrees that Daiwa may, without objection or interference by BI or Marubeni, take any and all actions and exercise any and all rights, remedies and options which it is authorized or permitted to take under the Daiwa Credit Agreement and the Daiwa Security Agreement to obtain the curing of any default, to sell or otherwise

realize upon any property pledged or assigned to Daiwa or on which Daiwa has been granted any Lien under the Daiwa Security Agreement or for any other purpose.

(d) Neither BI, Marubeni nor Daiwa shall take any action to (i) declare the outstanding principal amount of indebtedness of the Borrower to be due, or (ii) exercise any other rights or enforce any other remedies against the Borrower, without giving prior written notice thereof to the other parties to this Intercreditor Agreement.

Section 5. Further Assurances. In order to effect the purposes of this Intercreditor Agreement, each of BI, Marubeni and Daiwa hereby agrees to file appropriate UCC-2 Financing Agreements evidencing this Intercreditor Agreement. Marubeni, BI and Daiwa hereby further agree that they will cooperate with each other and take or refrain from taking any and all action, including joining in such proceedings at law or in equity and executing such documents, as each of the parties hereto may reasonably request in order to carry out the provisions of this Agreement, provided that none of the parties hereto shall be required to take any such action or refrain from taking any such action that would involve it in liability or to institute or defend any suit or to advance any of its own moneys, unless indemnified to its satisfaction.

Section 6. Delivery and Amendment of Documents. BI represents that it has delivered to each of Marubeni and Daiwa true and complete copies of the BI Credit Agreement and the BI Security Agreement as amended and in effect on the date hereof. Marubeni represents that it has delivered to each of BI and Daiwa true and complete copies of the Marubeni Credit and Security Agreement as amended and in effect on the date hereof. Daiwa represents that it has delivered to each of BI and Marubeni true and complete copies of the Daiwa Credit Agreement and the Daiwa Security Agreement as amended and in effect on the date hereof. So long as the Borrower shall have any obligations to, or shall have the right to incur any indebtedness to any of BI, Marubeni or Daiwa pursuant to the BI Credit Agreement, the Marubeni Credit and Security Agreement, or the Daiwa Credit Agreement, respectively, the parties hereto agree that upon entering into any amendment, change or modification of any of the documents referred to in this Intercreditor Agreement each will provide to the other parties prior written notice thereof.

Section 7. Intercreditor Agreement for Benefit of Parties Hereto. Nothing in this Intercreditor Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties

hereto and their respective successors and assigns, any right, remedy or claim under or by reason of this Intercreditor Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements contained in this Intercreditor Agreement are and shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

Section 8. Power and Authority; Authorization and Enforceability. The parties hereto have the corporate power and authority, respectively, to execute and deliver, to perform their obligations under and to grant the security interests hereby conveyed, and each of the parties hereto has taken all necessary action to authorize its execution, delivery and performance of this Intercreditor Agreement. This Intercreditor Agreement has been duly executed and delivered by the parties hereto and constitutes a legal, valid and binding obligation on the part of each such party, enforceable against such party in accordance with its terms.

Section 9. Severability. In case any one or more of the provisions contained in this Intercreditor Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and or impaired thereby.

Section 10. Notices. All notices, demands, certificates or other communications hereunder shall be in writing and shall be deemed sufficiently given or served for all purposes when presented personally or sent by certified or registered mail, postage prepaid, return receipt requested, or sent by private courier service, with proper address as indicated below. Each party may, by written notice given to the other parties, designate any other address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Intercreditor Agreement. Notices sent by private courier service shall be deemed to have been given if and when received by an officer, manager or supervisor in the department of the addressee specified for attention (unless the addressee refuses to accept delivery, in which case they shall be deemed to have been given when first presented to the addressee for acceptance) and any notice sent by registered or certified mail shall be deemed given or served five Business Days after the date of mailing thereof. Until otherwise so provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To BI: BANCO INTERNACIONAL, S.N.C.
New York Agency
45 Broadway Atrium
New York, New York 10006
Attn: Ms. Maria Medida
Assistant Vice President

With a copy to: Dewey, Ballantine, Bushby, Palmer &
Wood
140 Broadway
New York, New York 10005
Attn: Brian J. Morris, Esq.

To Marubeni: MARUBENI AMERICA CORPORATION
200 Park Avenue
New York, New York 10166
Attn: Mr. S. Tabuchi
Manager

With a copy to: Marubeni America Corporation
200 Park Avenue
New York, New York 10166
Attn: Hideyuki Yasue, Esq.

To Daiwa: DAIWA BANK TRUST COMPANY
75 Rockefeller Plaza
New York, New York 10019
Attn: Mr. Yoshihisa Okita
Vice President

With a copy to: Sullivan & Cromwell
125 Broad Street
New York, New York 10004
Attn: Michael Weir, Esq.

Section 11. Successors and Assigns. Whenever in this Intercreditor Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all covenants, promises and agreements in this Intercreditor Agreement contained by or on behalf of the respective parties hereto

shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

Section 12. Counterparts. This Intercreditor Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all counterparts together constituting only one instrument.

Section 13. Governing Law. It is the intention of the parties hereto that this Intercreditor Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York.

Section 14. No Impairment of Other Rights. Nothing in this Intercreditor Agreement is intended or shall be construed to impair, diminish or otherwise adversely affect any other rights not inconsistent with the provisions hereof which the parties hereto may have or may obtain against the Borrower including, but not limited to, any such rights under any of the documents referred to herein.

Section 15. Headings. Headings herein are for convenience only and shall not be relied upon in interpreting or enforcing this Intercreditor Agreement.

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IN WITNESS WHEREOF, undersigned have caused this Intercreditor Agreement to be executed in their respective corporate names and where required have caused their respective corporate seals to be hereunder affixed and attested by their duly authorized officers, all as of the date first above written.

BANCO INTERNACIONAL, S.N.C
acting through its
New York Agency

By: _____
L. Eduardo Gutierrez A.
Executive Vice President
and Agent

MARUBENI AMERICA CORPORATION

By: _____
S. Tabuchi
Manager

DAIWA BANK TRUST COMPANY

By: _____
Yoshihisa Okita
Vice President

Agreed to and acknowledged as of the 25th day of
July, 1988.

COX CREEK REFINING COMPANY

By: Tom S. Murphree
Tom S. Murphree
President

STATE OF NEW YORK)
) ss. ;
COUNTY OF NEW YORK)

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared L. Eduardo Gutierrez A., known to me to be Executive Vice President of BANCO INTERNACIONAL, S.N.C., a bank organized under the laws of Mexico acting through its New York agency, the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Ella Nicholas

Notary Public for the State
of New York

ELLA NICHOLAS
Notary Public, State of New York
No. 24-4889332
Qualified in Kings County
Commission Expires April 13, 1999

STATE OF NEW YORK)
) ss.;
COUNTY OF NEW YORK)

On this ____ day of ____, 1988, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Y. Yagi, known to me to be a Manager of MARUBENI AMERICA CORPORATION, a corporation organized under the laws of the State of New York, the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

E. Nicholas
Notary Public for the State
of New York

EDDY NICHOLAS
Notary Public, State of New York
No. 24-4889332
Qualified in Kings County
Commission Expires April 13, 1989

300 5:30 PM 5/17

STATE OF NEW YORK)
) ss.;
COUNTY OF NEW YORK)

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared James Harper, known to me to be a Senior Vice President of DAIWA BANK TRUST COMPANY, a banking corporation organized under the laws of the State of New York, the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Eda Nicholas
Notary Public for the State
of New York

EDA NICHOLAS
Notary Public, State of New York
No. 24-4889332
Qualified in Kings County
Commission Expires April 13, 1989

STATE OF MARYLAND)
) ss.;
CITY OF BALTIMORE)

On this ____ day of ____, 1988, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared _____ who acknowledged himself to be the President of COX CREEK REFINING COMPANY, a Maryland corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said corporation as President.

WITNESS my hand and official seal.

[Notary Seal]

Notary Public for the State
of Maryland

STATE OF MARYLAND)
) ss.;
CITY OF BALTIMORE)

On this 25th day of July, 1988, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared Tom G. Murphy who acknowledged himself to be the President of COX CREEK REFINING COMPANY, a Maryland corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said corporation as President.

WITNESS my hand and official seal.

[Notary Seal]

Thomas G. Murphy
Notary Public for the State
of Maryland



My Commission Expires 7/1/90

NOT SUBJECT TO
RECORDATION TAX
PURSUANT TO MD.
TAX-PROP. CODE ANN.
§12-108(K)(1)-(2)(1986)

500 530 510

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265153
RECORDED IN LIBER 506 FOLIO 161 ON 12-16-86 (DATE)

1. DEBTOR

Name Cox Creek Refining Company
Address Kembo Road, P.O. Box 3407, Baltimore, MD 21226

2. SECURED PARTY

Name Daiwa Bank Trust Company
Address 75 Rockefeller Plaza, New York, New York 10019
Attn: Mr. Yoshihisa Okita
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) n/a

RECORD FEE 76.00
POSTAGE .50
RECEIVED 07/25/88 101 114:31
08/08/88

CHECK FORM OF STATEMENT
1988 AUG -8 A 11:11

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Financing Statement bearing number shown above is amended as set forth in Item E below.</p> |
| <p>E. The rights of the Secured Party pursuant to the Financing Statement bearing the number shown above are modified as reflected in the Intercreditor Agreement, dated as of July 25, 1988, among Banco Internacional, S.N.C., acting through its New York agency, Marubeni America Corporation and Daiwa Bank Trust Company, and acknowledged by Cox Creek Refining Company, which Intercreditor Agreement is attached hereto as Schedule A.</p> | |

Dated August 1, 1988 By: [Signature]
(Signature of Secured Party)
James Harper
Type or Print Above Name on Above Line

Dated July 25, 1988 By: [Signature]
(Signature of Debtor)
Tom S. Murphree
Type or Print Above Name on Above Line

76-52

ACKNOWLEDGEMENT COPY

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INTERCREDITOR AGREEMENT

among

BANCO INTERNACIONAL, S.N.C.
acting through its New York Agency

MARUBENI AMERICA CORPORATION

and

DAIWA BANK TRUST COMPANY

and

acknowledged by

COX CREEK REFINING COMPANY

1988 AUG -8 A 11:11

INTERCREDITOR AGREEMENT

INTERCREDITOR AGREEMENT dated as of July 25, 1988 among BANCO INTERNACIONAL, S.N.C., acting through its New York Agency ("BI"), MARUBENI AMERICA CORPORATION ("Marubeni"), and DAIWA BANK TRUST COMPANY ("Daiwa"), and acknowledged by COX CREEK REFINING COMPANY (the "Borrower").

RECITALS:

A. The Borrower and BI are parties to a Credit and Reimbursement Agreement dated as of July 25, 1988 pursuant to which BI has agreed to extend credit to the Borrower (the "BI Credit Agreement"). Pursuant to a Security Agreement dated as of July 25, 1988 (the "BI Security Agreement"), the Borrower has granted to BI liens on and security interests in certain of the assets of the Borrower in order to secure the obligations of the Borrower to BI under the BI Credit Agreement and under certain related agreements.

B. The Borrower and Marubeni are parties to a Finance and Purchase Money Security Agreement dated as of May 3, 1988 pursuant to which Marubeni has agreed to extend credit to the Borrower (the "Marubeni Credit Agreement"). Pursuant to the Marubeni Credit Agreement and the separate Deed of Trust and Security Agreement dated as of May 3, 1988 (the Marubeni Credit Agreement and such Deed of Trust and Security Agreement being hereinafter referred to, collectively, as the "Marubeni Credit and Security Agreement"), the Borrower has granted to Marubeni liens on and security interests in certain of the assets of the Borrower in order to secure the obligations of the Borrower to Marubeni thereunder and under certain related agreements.

C. The Borrower and Daiwa are parties to an Amended, Modified and Restated Loan Agreement dated as of August 20, 1987, as amended by a letter from Daiwa to the Borrower dated January 15, 1988, pursuant to which Daiwa has agreed to extend credit to the Borrower (the "Daiwa Credit Agreement"). Pursuant to an Amended, Modified and Restated Mortgage and Security Agreement dated as of August 20, 1987 (the "Daiwa Security Agreement"), the Borrower has granted to Daiwa liens on and security interests in certain of the assets of the Borrower in order to secure the obligations of the Borrower to Daiwa under the Daiwa Credit Agreement and under certain related agreements.

D. Each of BI, Marubeni and Daiwa desires to enter into this agreement to confirm their respective liens on and security interests in the assets of the Borrower, to establish the respective priorities of such liens and security interests and to provide a practical means of allocating among BI, Marubeni and Daiwa the products and proceeds of certain collateral.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

Section 1. Definitions. As used herein, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"BI Credit Agreement" has the meaning ascribed thereto in paragraph A of the recitals hereto.

"BI Security Agreement" has the meaning ascribed thereto in paragraph A of the recitals hereto.

"Code" means the Uniform Commercial Code as adopted in Maryland.

"Daiwa Credit Agreement" has the meaning ascribed thereto in paragraph C of the recitals.

"Daiwa Security Agreement" has the meaning ascribed thereto in paragraph C of the recitals hereto.

"Hedging Contracts" means hedging contracts entered into by the Borrower from time to time in connection with purchases by the Borrower of copper blister, anode and/or cathode.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financial statement under the Uniform Commercial Code or comparable law of any jurisdiction in respect of any of the foregoing).

"Marubeni Credit Agreement" has the meaning ascribed thereto of paragraph B of the recitals hereto.

"Marubeni Credit and Security Agreement" has the meaning ascribed thereto in paragraph B of the recitals hereto.

"Proceeds" has the meaning ascribed thereto in the Code.

"Products" of any collateral means products into which such collateral has been manufactured, processed, assembled, commingled or refined.

"Sales Contracts" means agreements entered into by the Borrower from time to time providing for the sale by the Borrower of the Products of copper blister, anode and or cathode.

"Separate BI Collateral" means the copper blister, anode and/or cathode purchased by the Borrower with financing obtained from BI pursuant to the BI Credit Agreement.

"Separate Daiwa Collateral" means the assets of the Borrower on which Daiwa has been granted Liens pursuant to the Daiwa Security Agreement other than the Separate BI Collateral, the Separate Marubeni Collateral and the Shared Collateral.

"Separate Marubeni Collateral" means the copper blister, anode and/or cathode purchased by the Borrower with financing obtained from Marubeni pursuant to the Marubeni Credit and Security Agreement.

"Shared Collateral" means (i) the Hedging Contracts, (ii) the Sales Contracts, (iii) the Products of the Separate BI Collateral and of the Separate Marubeni Collateral, (iv) any Separate Marubeni Collateral received or held by Marubeni after the payment in full of all obligations of the Borrower to Marubeni under the Marubeni Credit Agreement, (v) any Separate BI Collateral received or held by BI after the payment in full of all obligations of the Borrower to BI under the BI Credit Agreement, and (vi) the Proceeds of the foregoing.

Section 2. Acknowledgements of Security Interests: Agreements with Respect to Separate Collateral.

(a) Each of BI and Daiwa hereby acknowledges the Liens of Marubeni on the assets of the Borrower granted to Marubeni in the Marubeni Security Agreement. Each of BI and Daiwa further agrees that, notwithstanding the order of attachment or perfection of any Lien on the Separate Marubeni Collateral granted to any of the parties, the Liens

of Marubeni on the Separate Marubeni Collateral shall have priority over any Liens on the Separate Marubeni Collateral which BI or Daiwa may have and that any Liens of BI or Daiwa on the Separate Marubeni Collateral are and shall be subordinate and junior to the Liens thereon of Marubeni. If, through the exercise of any right or remedy, BI or Daiwa receives any of the Separate Marubeni Collateral or Proceeds of such Separate Marubeni Collateral, BI or Daiwa, as the case may be, shall promptly deliver or pay to Marubeni all of such Separate Marubeni Collateral or Proceeds of such Separate Marubeni Collateral.

(b) Each of BI and Marubeni hereby acknowledges the Liens of Daiwa on the assets of the Borrower granted to Daiwa in the Daiwa Security Agreement. Each of BI and Marubeni further agrees that, notwithstanding the order of attachment or perfection of any Lien on the Separate Daiwa Collateral granted to any of the parties, the Liens of Daiwa on the Separate Daiwa Collateral shall have priority over any Liens on the Separate Daiwa Collateral which BI or Marubeni may have and that any Liens of BI and Marubeni on the Separate Daiwa Collateral are and shall be subordinate and junior to the Liens thereon of Daiwa. If, through the exercise of any right or remedy, BI or Marubeni receives any of the Separate Daiwa Collateral or Proceeds of such Separate Daiwa Collateral, BI or Marubeni, as the case may be, shall promptly deliver or pay to Daiwa all of such Separate Daiwa Collateral or Proceeds of such Separate Daiwa Collateral.

(c) Each of Marubeni and Daiwa hereby acknowledges the Liens of BI on the assets of the Borrower granted to BI in the BI Security Agreement. Each of BI and Marubeni further agrees that, notwithstanding the order of attachment or perfection of any Lien on the Separate BI Collateral granted to any of the parties, the Liens of BI on the Separate BI Collateral shall have priority over any Liens on the Separate BI Collateral which Marubeni or Daiwa may have and that the Liens of BI and Marubeni on the Separate BI Collateral are and shall be subordinate and junior to the Liens thereon of BI. If, through the exercise of any right or remedy, Marubeni or Daiwa receives any of the Separate BI Collateral or Proceeds of such Separate BI Collateral, Marubeni or Daiwa, as the case may be, shall promptly deliver or pay to BI all of such Separate BI Collateral or Proceeds of such Separate BI Collateral.

Section 3. Agreements With Respect to Shared Collateral. (a) BI, Marubeni and Daiwa acknowledge that the Separate BI Collateral and the Separate Marubeni Collateral are likely to be manufactured, processed, assembled, commingled or refined by the Borrower such that their identity likely will be lost in the mass or product resulting

therefrom. Similarly, it is expected that the Proceeds and Products of the Separate BI Collateral and the Separate Marubeni Collateral may not be readily identifiable as Proceeds or Products, as the case may be, thereof. In order to clarify the rights of the parties with respect to the foregoing collateral and any Hedging Contracts and Sales Contracts the parties hereby agree as provided in this Section 3.

(b) Each of Marubeni and BI grants to the other on a continuing basis a participation in any Lien which it may have on any of the Shared Collateral. Each such participation interest shall rank pari passu with the Lien on the Shared Collateral in which it is granted. The provisions of Section 3(f) below shall be applicable in determining the rights of Marubeni and BI to any Shared Collateral or the Proceeds thereof received by either BI or Marubeni.

(c) Daiwa agrees that the Liens (including participation interests granted pursuant to Section 3(b)) of BI and Marubeni on the Shared Collateral shall have priority over any Liens on the Shared Collateral which Daiwa may have and that any Liens of Daiwa on the Shared Collateral are and shall be subordinate and junior to the Liens thereon (including participation interests granted pursuant to Section 3(b)) of each of BI and Marubeni.

(d) Each of Marubeni and BI agrees that, notwithstanding the order of attachment or perfection of any Lien (including participation interests granted pursuant to Section 3(b)) on the Shared Collateral of either of them, all such Liens shall rank pari passu. The provisions of Section 3(f) below shall be applicable in determining the rights of Marubeni and BI to any Shared Collateral or the Proceeds thereof received by either BI or Marubeni.

(e) If, through the exercise of any right or remedy, Daiwa receives any of the Shared Collateral or Proceeds of such Shared Collateral (including proceeds of sale), Daiwa shall promptly deliver or pay to either Marubeni or BI all of such Shared Collateral or Proceeds of such Shared Collateral.

(f) If, through the exercise of any right or remedy or by operation of Section 3(e), either Marubeni or BI receives any of the Shared Collateral or Proceeds of any of the Shared Collateral (including Proceeds of sale), Marubeni or BI, as the case may be, shall promptly deliver or pay to the other such other party's Pro Rata Share thereof, plus any such Shared Collateral or Proceeds thereof in excess of such other party's Pro Rata Share thereof remaining after the payment in full of the obligations of the Borrower to the

party receiving such Shared Collateral or Proceeds thereof under the credit agreement between the Borrower and such party. For purposes of the foregoing, the "Pro Rata Share" of any Shared Collateral or Proceeds of Shared Collateral of each of Marubeni and BI shall be the ratio that the unpaid principal amount of the obligations owed to it under the Marubeni Credit and Security Agreement or the BI Credit Agreement, as the case may be, bears to the aggregate unpaid principal amount of the obligations to Marubeni and BI under both such agreements, excluding from the principal amount of any such obligations the amount of any borrowings utilized by the Borrower other than to purchase copper blister, anode and/or cathode, provided such utilization is permitted under the relevant agreement. Any Shared Collateral or Proceeds of any Shared Collateral received or held by either BI or Marubeni after the payment in full of the obligations of the Borrower to both of them under their credit agreement with the Borrower shall be delivered or paid promptly to Daiwa for application against any unpaid obligations of the Borrower to Daiwa under the Daiwa Credit Agreement.

Section 4. Exercise of Rights By Parties. (a)

Subject to all the provisions of this Agreement, each of Marubeni and Daiwa agrees that BI may, without objection or interference by BI or Daiwa, take any and all actions and exercise any and all rights, remedies and options which it is authorized or permitted to take or exercise under the BI Credit Agreement and the BI Security Agreement to obtain the curing of any default, to sell or otherwise realize upon any property pledged or assigned to BI or on which BI has been granted any Lien under the BI Security Agreement or for any other purpose.

(b) Subject to all the provisions of this Agreement, each of BI and Daiwa agrees that Marubeni may, without objection or interference by the BI or Daiwa, take any and all actions and to exercise any and all rights, remedies and options which it is authorized or permitted to take or exercise under the Marubeni Credit and Security Agreement to obtain the curing of any default, to sell or otherwise realize upon any property pledged or assigned to Marubeni or on which Marubeni has been granted any Lien under the Marubeni Credit and Security Agreement or for any other purpose.

(c) Subject to all the provisions of this Agreement, each of BI and Marubeni agrees that Daiwa may, without objection or interference by BI or Marubeni, take any and all actions and exercise any and all rights, remedies and options which it is authorized or permitted to take under the Daiwa Credit Agreement and the Daiwa Security Agreement to obtain the curing of any default, to sell or otherwise

realize upon any property pledged or assigned to Daiwa or on which Daiwa has been granted any Lien under the Daiwa Security Agreement or for any other purpose.

(d) Neither BI, Marubeni nor Daiwa shall take any action to (i) declare the outstanding principal amount of indebtedness of the Borrower to be due, or (ii) exercise any other rights or enforce any other remedies against the Borrower, without giving prior written notice thereof to the other parties to this Intercreditor Agreement.

Section 5. Further Assurances. In order to effect the purposes of this Intercreditor Agreement, each of BI, Marubeni and Daiwa hereby agrees to file appropriate UCC-2 Financing Agreements evidencing this Intercreditor Agreement. Marubeni, BI and Daiwa hereby further agree that they will cooperate with each other and take or refrain from taking any and all action, including joining in such proceedings at law or in equity and executing such documents, as each of the parties hereto may reasonably request in order to carry out the provisions of this Agreement, provided that none of the parties hereto shall be required to take any such action or refrain from taking any such action that would involve it in liability or to institute or defend any suit or to advance any of its own moneys, unless indemnified to its satisfaction.

Section 6. Delivery and Amendment of Documents. BI represents that it has delivered to each of Marubeni and Daiwa true and complete copies of the BI Credit Agreement and the BI Security Agreement as amended and in effect on the date hereof. Marubeni represents that it has delivered to each of BI and Daiwa true and complete copies of the Marubeni Credit and Security Agreement as amended and in effect on the date hereof. Daiwa represents that it has delivered to each of BI and Marubeni true and complete copies of the Daiwa Credit Agreement and the Daiwa Security Agreement as amended and in effect on the date hereof. So long as the Borrower shall have any obligations to, or shall have the right to incur any indebtedness to any of BI, Marubeni or Daiwa pursuant to the BI Credit Agreement, the Marubeni Credit and Security Agreement, or the Daiwa Credit Agreement, respectively, the parties hereto agree that upon entering into any amendment, change or modification of any of the documents referred to in this Intercreditor Agreement each will provide to the other parties prior written notice thereof.

Section 7. Intercreditor Agreement for Benefit of Parties Hereto. Nothing in this Intercreditor Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties

hereto and their respective successors and assigns, any right, remedy or claim under or by reason of this Intercreditor Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements contained in this Intercreditor Agreement are and shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

Section 8. Power and Authority; Authorization and Enforceability. The parties hereto have the corporate power and authority, respectively, to execute and deliver, to perform their obligations under and to grant the security interests hereby conveyed, and each of the parties hereto has taken all necessary action to authorize its execution, delivery and performance of this Intercreditor Agreement. This Intercreditor Agreement has been duly executed and delivered by the parties hereto and constitutes a legal, valid and binding obligation on the part of each such party, enforceable against such party in accordance with its terms.

Section 9. Severability. In case any one or more of the provisions contained in this Intercreditor Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and or impaired thereby.

Section 10. Notices. All notices, demands, certificates or other communications hereunder shall be in writing and shall be deemed sufficiently given or served for all purposes when presented personally or sent by certified or registered mail, postage prepaid, return receipt requested, or sent by private courier service, with proper address as indicated below. Each party may, by written notice given to the other parties, designate any other address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Intercreditor Agreement. Notices sent by private courier service shall be deemed to have been given if and when received by an officer, manager or supervisor in the department of the addressee specified for attention (unless the addressee refuses to accept delivery, in which case they shall be deemed to have been given when first presented to the addressee for acceptance) and any notice sent by registered or certified mail shall be deemed given or served five Business Days after the date of mailing thereof. Until otherwise so provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To BI: BANCO INTERNACIONAL, S.N.C.
New York Agency
45 Broadway Atrium
New York, New York 10006

Attn: Ms. Maria Medida
Assistant Vice President

With a copy to: Dewey, Ballantine, Bushby, Palmer &
Wood
140 Broadway
New York, New York 10005

Attn: Brian J. Morris, Esq.

To Marubeni: MARUBENI AMERICA CORPORATION
200 Park Avenue
New York, New York 10166

Attn: Mr. S. Tabuchi
Manager

With a copy to: Marubeni America Corporation
200 Park Avenue
New York, New York 10166

Attn: Hideyuki Yasue, Esq.

To Daiwa: DAIWA BANK TRUST COMPANY
75 Rockefeller Plaza
New York, New York 10019

Attn: Mr. Yoshihisa Okita
Vice President

With a copy to: Sullivan & Cromwell
125 Broad Street
New York, New York 10004

Attn: Michael Weir, Esq.

Section 11. Successors and Assigns. Whenever in this Intercreditor Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all covenants, promises and agreements in this Intercreditor Agreement contained by or on behalf of the respective parties hereto

shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

Section 12. Counterparts. This Intercreditor Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all counterparts together constituting only one instrument.

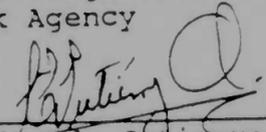
Section 13. Governing Law. It is the intention of the parties hereto that this Intercreditor Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York.

Section 14. No Impairment of Other Rights. Nothing in this Intercreditor Agreement is intended or shall be construed to impair, diminish or otherwise adversely affect any other rights not inconsistent with the provisions hereof which the parties hereto may have or may obtain against the Borrower including, but not limited to, any such rights under any of the documents referred to herein.

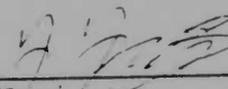
Section 15. Headings. Headings herein are for convenience only and shall not be relied upon in interpreting or enforcing this Intercreditor Agreement.

IN WITNESS WHEREOF, undersigned have caused this Intercreditor Agreement to be executed in their respective corporate names and where required have caused their respective corporate seals to be hereunder affixed and attested by their duly authorized officers, all as of the date first above written.

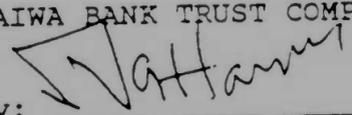
BANCO INTERNACIONAL, S.N.C
acting through its
New York Agency

By: 
L. Edeardo Guierrez A.
Executive Vice President
and Agent

MARUBENI AMERICA CORPORATION

By: 
Y. Yagi
Manager

DAIWA BANK TRUST COMPANY

By: 
James Harper
Senior Vice President

Agreed to and acknowledged as of the 25th day of
July, 1988.

COX CREEK REFINING COMPANY

By: _____
Tom S. Murphree
President

BOOK 530 PAGE 523

IN WITNESS WHEREOF, undersigned have caused this Intercreditor Agreement to be executed in their respective corporate names and where required have caused their respective corporate seals to be hereunder affixed and attested by their duly authorized officers, all as of the date first above written.

BANCO INTERNACIONAL, S.N.C
acting through its
New York Agency

By: _____
L. Eduardo Gutierrez A.
Executive Vice President
and Agent

MARUBENI AMERICA CORPORATION

By: _____
S. Tabuchi
Manager

DAIWA BANK TRUST COMPANY

By: _____
Yoshihisa Okita
Vice President

Agreed to and acknowledged as of the 25th day of
July, 1988.

COX CREEK REFINING COMPANY

By: 
Tom S. Murphree
President

STATE OF NEW YORK)
) ss. ;
COUNTY OF NEW YORK)

BOOK 530 PAGE 521

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared L. Eduardo Gutierrez A., known to me to be Executive Vice President of BANCO INTERNACIONAL, S.N.C., a bank organized under the laws of Mexico acting through its New York agency, the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Ellen Nicholas

Notary Public for the State
of New York

ELLEN NICHOLAS
Notary Public, State of New York
No. 24-4889332
Qualified in Kings County
Commission Expires April 13, 1989

STATE OF NEW YORK)
) ss.;
COUNTY OF NEW YORK)

500 530 PAGE 525

On this ____ day of ____, 1988, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Y. Yagi, known to me to be a Manager of MARUBENI AMERICA CORPORATION, a corporation organized under the laws of the State of New York, the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Eddy Nicholas
Notary Public for the State
of New York

EDDY NICHOLAS
Notary Public, State of New York
No. 24-4889332
Qualified in Kings County
Commission Expires April 13, 1989

STATE OF NEW YORK)
) ss.;
COUNTY OF NEW YORK)

BOOK 530 PAGE 526

On this ____ day of ____, 1988, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared James Harper, known to me to be a Senior Vice President of DAIWA BANK TRUST COMPANY, a banking corporation organized under the laws of the State of New York, the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Eda Nicholas
Notary Public for the State
of New York

EDA NICHOLAS
Notary Public, State of New York
No. 24-4889332
Qualified in Kings County
Commission Expires April 13, 1989

STATE OF MARYLAND)
) ss.;
CITY OF BALTIMORE)

800 530 PAGE 527

On this ____ day of ____, 1988, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared _____ who acknowledged himself to be the President of COX CREEK REFINING COMPANY, a Maryland corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said corporation as President.

WITNESS my hand and official seal.

[Notary Seal]

Notary Public for the State
of Maryland

STATE OF MARYLAND)
) ss. ;
CITY OF BALTIMORE)

On this 25th day of July, 1988, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared Tom G. Murphy who acknowledged himself to be the President of COX CREEK REFINING COMPANY, a Maryland corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said corporation as President.

WITNESS my hand and official seal.

[Notary Seal]

W. Armentrout
Notary Public for the State
of Maryland



My Commission Expires 7/1/90

BOOK 530 PAGE 529

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274005
RECORDED IN LIBER 530 FOLIO 211 ON August 1, 1988 (DATE)

1. DEBTOR

Name Cox Creek Refining Company
Address Kembo Road, P.O. Box 3407, Baltimore MD 21226

2. SECURED PARTY

Name Banco Internacional, S.N.C., New York Agency
Address 45 Broadway Atrium, New York, New York 10006
Attention: Executive Vice President
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) n/a

CHECK FORM OF STATEMENT

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Financing Statement bearing number shown above is amended as set forth in Item E below.</p> |
| <p>E. The rights of the Secured Party pursuant to the Financing Statement bearing the number shown above are modified as reflected in the Intercreditor Agreement, dated as of July 25, 1988, among Banco Internacional, S.N.C., acting through its New York agency, Marubeni America Corporation and Daiwa Bank Trust Company, and acknowledged by Cox Creek Refining Company, which Intercreditor Agreement is attached hereto as Schedule A.</p> | |

1988 AUG -8 A 11:12

RECORD FEE 76.00
POSTAGE .50
#329600 0345 R01 T14132
08/08/88

Dated August 1, 1988 By: [Signature]
(Signature of Secured Party)
L. Eduardo Gutierrez A.
Type or Print Above Name on Above Line

Dated July 25, 1988 By: [Signature]
(Signature of Debtor)
Tom S. Murphree
Type or Print Above Name on Above Line

26

BOOK 530 PAGE 530

INTERCREDITOR AGREEMENT

among

BANCO INTERNACIONAL, S.N.C.
acting through its New York Agency

MARUBENI AMERICA CORPORATION

and

DAIWA BANK TRUST COMPANY

and

acknowledged by

COX CREEK REFINING COMPANY

1988 AUG -8 A 11: 12

INTERCREDITOR AGREEMENT

INTERCREDITOR AGREEMENT dated as of July 25, 1988 among BANCO INTERNACIONAL, S.N.C., acting through its New York Agency ("BI"), MARUBENI AMERICA CORPORATION ("Marubeni"), and DAIWA BANK TRUST COMPANY ("Daiwa"), and acknowledged by COX CREEK REFINING COMPANY (the "Borrower").

RECITALS:

A. The Borrower and BI are parties to a Credit and Reimbursement Agreement dated as of July 25, 1988 pursuant to which BI has agreed to extend credit to the Borrower (the "BI Credit Agreement"). Pursuant to a Security Agreement dated as of July 25, 1988 (the "BI Security Agreement"), the Borrower has granted to BI liens on and security interests in certain of the assets of the Borrower in order to secure the obligations of the Borrower to BI under the BI Credit Agreement and under certain related agreements.

B. The Borrower and Marubeni are parties to a Finance and Purchase Money Security Agreement dated as of May 3, 1988 pursuant to which Marubeni has agreed to extend credit to the Borrower (the "Marubeni Credit Agreement"). Pursuant to the Marubeni Credit Agreement and the separate Deed of Trust and Security Agreement dated as of May 3, 1988 (the Marubeni Credit Agreement and such Deed of Trust and Security Agreement being hereinafter referred to, collectively, as the "Marubeni Credit and Security Agreement"), the Borrower has granted to Marubeni liens on and security interests in certain of the assets of the Borrower in order to secure the obligations of the Borrower to Marubeni thereunder and under certain related agreements.

C. The Borrower and Daiwa are parties to an Amended, Modified and Restated Loan Agreement dated as of August 20, 1987, as amended by a letter from Daiwa to the Borrower dated January 15, 1988, pursuant to which Daiwa has agreed to extend credit to the Borrower (the "Daiwa Credit Agreement"). Pursuant to an Amended, Modified and Restated Mortgage and Security Agreement dated as of August 20, 1987 (the "Daiwa Security Agreement"), the Borrower has granted to Daiwa liens on and security interests in certain of the assets of the Borrower in order to secure the obligations of the Borrower to Daiwa under the Daiwa Credit Agreement and under certain related agreements.

D. Each of BI, Marubeni and Daiwa desires to enter into this agreement to confirm their respective liens on and security interests in the assets of the Borrower, to establish the respective priorities of such liens and security interests and to provide a practical means of allocating among BI, Marubeni and Daiwa the products and proceeds of certain collateral.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

Section 1. Definitions. As used herein, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"BI Credit Agreement" has the meaning ascribed thereto in paragraph A of the recitals hereto.

"BI Security Agreement" has the meaning ascribed thereto in paragraph A of the recitals hereto.

"Code" means the Uniform Commercial Code as adopted in Maryland.

"Daiwa Credit Agreement" has the meaning ascribed thereto in paragraph C of the recitals.

"Daiwa Security Agreement" has the meaning ascribed thereto in paragraph C of the recitals hereto.

"Hedging Contracts" means hedging contracts entered into by the Borrower from time to time in connection with purchases by the Borrower of copper blister, anode and/or cathode.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financial statement under the Uniform Commercial Code or comparable law of any jurisdiction in respect of any of the foregoing).

"Marubeni Credit Agreement" has the meaning ascribed thereto of paragraph B of the recitals hereto.

"Marubeni Credit and Security Agreement" has the meaning ascribed thereto in paragraph B of the recitals hereto.

"Proceeds" has the meaning ascribed thereto in the Code.

"Products" of any collateral means products into which such collateral has been manufactured, processed, assembled, commingled or refined.

"Sales Contracts" means agreements entered into by the Borrower from time to time providing for the sale by the Borrower of the Products of copper blister, anode and or cathode.

"Separate BI Collateral" means the copper blister, anode and/or cathode purchased by the Borrower with financing obtained from BI pursuant to the BI Credit Agreement.

"Separate Daiwa Collateral" means the assets of the Borrower on which Daiwa has been granted Liens pursuant to the Daiwa Security Agreement other than the Separate BI Collateral, the Separate Marubeni Collateral and the Shared Collateral.

"Separate Marubeni Collateral" means the copper blister, anode and/or cathode purchased by the Borrower with financing obtained from Marubeni pursuant to the Marubeni Credit and Security Agreement.

"Shared Collateral" means (i) the Hedging Contracts, (ii) the Sales Contracts, (iii) the Products of the Separate BI Collateral and of the Separate Marubeni Collateral, (iv) any Separate Marubeni Collateral received or held by Marubeni after the payment in full of all obligations of the Borrower to Marubeni under the Marubeni Credit Agreement, (v) any Separate BI Collateral received or held by BI after the payment in full of all obligations of the Borrower to BI under the BI Credit Agreement, and (vi) the Proceeds of the foregoing.

Section 2. Acknowledgements of Security Interests; Agreements with Respect to Separate Collateral.

(a) Each of BI and Daiwa hereby acknowledges the Liens of Marubeni on the assets of the Borrower granted to Marubeni in the Marubeni Security Agreement. Each of BI and Daiwa further agrees that, notwithstanding the order of attachment or perfection of any Lien on the Separate Marubeni Collateral granted to any of the parties, the Liens

of Marubeni on the Separate Marubeni Collateral shall have priority over any Liens on the Separate Marubeni Collateral which BI or Daiwa may have and that any Liens of BI or Daiwa on the Separate Marubeni Collateral are and shall be subordinate and junior to the Liens thereon of Marubeni. If, through the exercise of any right or remedy, BI or Daiwa receives any of the Separate Marubeni Collateral or Proceeds of such Separate Marubeni Collateral, BI or Daiwa, as the case may be, shall promptly deliver or pay to Marubeni all of such Separate Marubeni Collateral or Proceeds of such Separate Marubeni Collateral.

(b) Each of BI and Marubeni hereby acknowledges the Liens of Daiwa on the assets of the Borrower granted to Daiwa in the Daiwa Security Agreement. Each of BI and Marubeni further agrees that, notwithstanding the order of attachment or perfection of any Lien on the Separate Daiwa Collateral granted to any of the parties, the Liens of Daiwa on the Separate Daiwa Collateral shall have priority over any Liens on the Separate Daiwa Collateral which BI or Marubeni may have and that any Liens of BI and Marubeni on the Separate Daiwa Collateral are and shall be subordinate and junior to the Liens thereon of Daiwa. If, through the exercise of any right or remedy, BI or Marubeni receives any of the Separate Daiwa Collateral or Proceeds of such Separate Daiwa Collateral, BI or Marubeni, as the case may be, shall promptly deliver or pay to Daiwa all of such Separate Daiwa Collateral or Proceeds of such Separate Daiwa Collateral.

(c) Each of Marubeni and Daiwa hereby acknowledges the Liens of BI on the assets of the Borrower granted to BI in the BI Security Agreement. Each of BI and Marubeni further agrees that, notwithstanding the order of attachment or perfection of any Lien on the Separate BI Collateral granted to any of the parties, the Liens of BI on the Separate BI Collateral shall have priority over any Liens on the Separate BI Collateral which Marubeni or Daiwa may have and that the Liens of BI and Marubeni on the Separate BI Collateral are and shall be subordinate and junior to the Liens thereon of BI. If, through the exercise of any right or remedy, Marubeni or Daiwa receives any of the Separate BI Collateral or Proceeds of such Separate BI Collateral, Marubeni or Daiwa, as the case may be, shall promptly deliver or pay to BI all of such Separate BI Collateral or Proceeds of such Separate BI Collateral.

Section 3. Agreements With Respect to Shared Collateral. (a) BI, Marubeni and Daiwa acknowledge that the Separate BI Collateral and the Separate Marubeni Collateral are likely to be manufactured, processed, assembled, commingled or refined by the Borrower such that their identity likely will be lost in the mass or product resulting

therefrom. Similarly, it is expected that the Proceeds and Products of the Separate BI Collateral and the Separate Marubeni Collateral may not be readily identifiable as Proceeds or Products, as the case may be, thereof. In order to clarify the rights of the parties with respect to the foregoing collateral and any Hedging Contracts and Sales Contracts the parties hereby agree as provided in this Section 3.

(b) Each of Marubeni and BI grants to the other on a continuing basis a participation in any Lien which it may have on any of the Shared Collateral. Each such participation interest shall rank pari passu with the Lien on the Shared Collateral in which it is granted. The provisions of Section 3(f) below shall be applicable in determining the rights of Marubeni and BI to any Shared Collateral or the Proceeds thereof received by either BI or Marubeni.

(c) Daiwa agrees that the Liens (including participation interests granted pursuant to Section 3(b)) of BI and Marubeni on the Shared Collateral shall have priority over any Liens on the Shared Collateral which Daiwa may have and that any Liens of Daiwa on the Shared Collateral are and shall be subordinate and junior to the Liens thereon (including participation interests granted pursuant to Section 3(b)) of each of BI and Marubeni.

(d) Each of Marubeni and BI agrees that, notwithstanding the order of attachment or perfection of any Lien (including participation interests granted pursuant to Section 3(b)) on the Shared Collateral of either of them, all such Liens shall rank pari passu. The provisions of Section 3(f) below shall be applicable in determining the rights of Marubeni and BI to any Shared Collateral or the Proceeds thereof received by either BI or Marubeni.

(e) If, through the exercise of any right or remedy, Daiwa receives any of the Shared Collateral or Proceeds of such Shared Collateral (including proceeds of sale), Daiwa shall promptly deliver or pay to either Marubeni or BI all of such Shared Collateral or Proceeds of such Shared Collateral.

(f) If, through the exercise of any right or remedy or by operation of Section 3(e), either Marubeni or BI receives any of the Shared Collateral or Proceeds of any of the Shared Collateral (including Proceeds of sale), Marubeni or BI, as the case may be, shall promptly deliver or pay to the other such other party's Pro Rata Share thereof, plus any such Shared Collateral or Proceeds thereof in excess of such other party's Pro Rata Share thereof remaining after the payment in full of the obligations of the Borrower to the

party receiving such Shared Collateral or Proceeds thereof under the credit agreement between the Borrower and such party. For purposes of the foregoing, the "Pro Rata Share" of any Shared Collateral or Proceeds of Shared Collateral of each of Marubeni and BI shall be the ratio that the unpaid principal amount of the obligations owed to it under the Marubeni Credit and Security Agreement or the BI Credit Agreement, as the case may be, bears to the aggregate unpaid principal amount of the obligations to Marubeni and BI under both such agreements, excluding from the principal amount of any such obligations the amount of any borrowings utilized by the Borrower other than to purchase copper blister, anode and/or cathode, provided such utilization is permitted under the relevant agreement. Any Shared Collateral or Proceeds of any Shared Collateral received or held by either BI or Marubeni after the payment in full of the obligations of the Borrower to both of them under their credit agreement with the Borrower shall be delivered or paid promptly to Daiwa for application against any unpaid obligations of the Borrower to Daiwa under the Daiwa Credit Agreement.

Section 4. Exercise of Rights By Parties. (a) Subject to all the provisions of this Agreement, each of Marubeni and Daiwa agrees that BI may, without objection or interference by BI or Daiwa, take any and all actions and exercise any and all rights, remedies and options which it is authorized or permitted to take or exercise under the BI Credit Agreement and the BI Security Agreement to obtain the curing of any default, to sell or otherwise realize upon any property pledged or assigned to BI or on which BI has been granted any Lien under the BI Security Agreement or for any other purpose.

(b) Subject to all the provisions of this Agreement, each of BI and Daiwa agrees that Marubeni may, without objection or interference by the BI or Daiwa, take any and all actions and to exercise any and all rights, remedies and options which it is authorized or permitted to take or exercise under the Marubeni Credit and Security Agreement to obtain the curing of any default, to sell or otherwise realize upon any property pledged or assigned to Marubeni or on which Marubeni has been granted any Lien under the Marubeni Credit and Security Agreement or for any other purpose.

(c) Subject to all the provisions of this Agreement, each of BI and Marubeni agrees that Daiwa may, without objection or interference by BI or Marubeni, take any and all actions and exercise any and all rights, remedies and options which it is authorized or permitted to take under the Daiwa Credit Agreement and the Daiwa Security Agreement to obtain the curing of any default, to sell or otherwise

realize upon any property pledged or assigned to Daiwa or on which Daiwa has been granted any Lien under the Daiwa Security Agreement or for any other purpose.

(d) Neither BI, Marubeni nor Daiwa shall take any action to (i) declare the outstanding principal amount of indebtedness of the Borrower to be due, or (ii) exercise any other rights or enforce any other remedies against the Borrower, without giving prior written notice thereof to the other parties to this Intercreditor Agreement.

Section 5. Further Assurances. In order to effect the purposes of this Intercreditor Agreement, each of BI, Marubeni and Daiwa hereby agrees to file appropriate UCC-2 Financing Agreements evidencing this Intercreditor Agreement. Marubeni, BI and Daiwa hereby further agree that they will cooperate with each other and take or refrain from taking any and all action, including joining in such proceedings at law or in equity and executing such documents, as each of the parties hereto may reasonably request in order to carry out the provisions of this Agreement, provided that none of the parties hereto shall be required to take any such action or refrain from taking any such action that would involve it in liability or to institute or defend any suit or to advance any of its own moneys, unless indemnified to its satisfaction.

Section 6. Delivery and Amendment of Documents. BI represents that it has delivered to each of Marubeni and Daiwa true and complete copies of the BI Credit Agreement and the BI Security Agreement as amended and in effect on the date hereof. Marubeni represents that it has delivered to each of BI and Daiwa true and complete copies of the Marubeni Credit and Security Agreement as amended and in effect on the date hereof. Daiwa represents that it has delivered to each of BI and Marubeni true and complete copies of the Daiwa Credit Agreement and the Daiwa Security Agreement as amended and in effect on the date hereof. So long as the Borrower shall have any obligations to, or shall have the right to incur any indebtedness to any of BI, Marubeni or Daiwa pursuant to the BI Credit Agreement, the Marubeni Credit and Security Agreement, or the Daiwa Credit Agreement, respectively, the parties hereto agree that upon entering into any amendment, change or modification of any of the documents referred to in this Intercreditor Agreement each will provide to the other parties prior written notice thereof.

Section 7. Intercreditor Agreement for Benefit of Parties Hereto. Nothing in this Intercreditor Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties

hereto and their respective successors and assigns, any right, remedy or claim under or by reason of this Intercreditor Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements contained in this Intercreditor Agreement are and shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

Section 8. Power and Authority; Authorization and Enforceability. The parties hereto have the corporate power and authority, respectively, to execute and deliver, to perform their obligations under and to grant the security interests hereby conveyed, and each of the parties hereto has taken all necessary action to authorize its execution, delivery and performance of this Intercreditor Agreement. This Intercreditor Agreement has been duly executed and delivered by the parties hereto and constitutes a legal, valid and binding obligation on the part of each such party, enforceable against such party in accordance with its terms.

Section 9. Severability. In case any one or more of the provisions contained in this Intercreditor Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and or impaired thereby.

Section 10. Notices. All notices, demands, certificates or other communications hereunder shall be in writing and shall be deemed sufficiently given or served for all purposes when presented personally or sent by certified or registered mail, postage prepaid, return receipt requested, or sent by private courier service, with proper address as indicated below. Each party may, by written notice given to the other parties, designate any other address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Intercreditor Agreement. Notices sent by private courier service shall be deemed to have been given if and when received by an officer, manager or supervisor in the department of the addressee specified for attention (unless the addressee refuses to accept delivery, in which case they shall be deemed to have been given when first presented to the addressee for acceptance) and any notice sent by registered or certified mail shall be deemed given or served five Business Days after the date of mailing thereof. Until otherwise so provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To BI: BANCO INTERNACIONAL, S.N.C.
New York Agency
45 Broadway Atrium
New York, New York 10006

Attn: Ms. Maria Medida
Assistant Vice President

With a copy to: Dewey, Ballantine, Bushby, Palmer &
Wood
140 Broadway
New York, New York 10005

Attn: Brian J. Morris, Esq.

To Marubeni: MARUBENI AMERICA CORPORATION
200 Park Avenue
New York, New York 10166

Attn: Mr. S. Tabuchi
Manager

With a copy to: Marubeni America Corporation
200 Park Avenue
New York, New York 10166

Attn: Hideyuki Yasue, Esq.

To Daiwa: DAIWA BANK TRUST COMPANY
75 Rockefeller Plaza
New York, New York 10019

Attn: Mr. Yoshihisa Okita
Vice President

With a copy to: Sullivan & Cromwell
125 Broad Street
New York, New York 10004

Attn: Michael Weir, Esq.

Section 11. Successors and Assigns. Whenever in this Intercreditor Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all covenants, promises and agreements in this Intercreditor Agreement contained by or on behalf of the respective parties hereto

shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

Section 12. Counterparts. This Intercreditor Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all counterparts together constituting only one instrument.

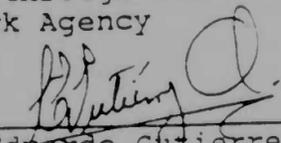
Section 13. Governing Law. It is the intention of the parties hereto that this Intercreditor Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York.

Section 14. No Impairment of Other Rights. Nothing in this Intercreditor Agreement is intended or shall be construed to impair, diminish or otherwise adversely affect any other rights not inconsistent with the provisions hereof which the parties hereto may have or may obtain against the Borrower including, but not limited to, any such rights under any of the documents referred to herein.

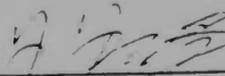
Section 15. Headings. Headings herein are for convenience only and shall not be relied upon in interpreting or enforcing this Intercreditor Agreement.

IN WITNESS WHEREOF, undersigned have caused this Intercreditor Agreement to be executed in their respective corporate names and where required have caused their respective corporate seals to be hereunder affixed and attested by their duly authorized officers, all as of the date first above written.

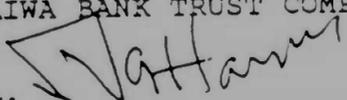
BANCO INTERNACIONAL, S.N.C
acting through its
New York Agency

By: 
L. Edeardo Guierrez A.
Executive Vice President
and Agent

MARUBENI AMERICA CORPORATION

By: 
Y. Yagi
Manager

DAIWA BANK TRUST COMPANY

By: 
James Harper
Senior Vice President

Agreed to and acknowledged as of the 25th day of July, 1988.

COX CREEK REFINING COMPANY

By: _____
Tom S. Murphree
President

IN WITNESS WHEREOF, undersigned have caused this Intercreditor Agreement to be executed in their respective corporate names and where required have caused their respective corporate seals to be hereunder affixed and attested by their duly authorized officers, all as of the date first above written.

BANCO INTERNACIONAL, S.N.C
acting through its
New York Agency

By: _____
L. Eduardo Gutierrez A.
Executive Vice President
and Agent

MARUBENI AMERICA CORPORATION

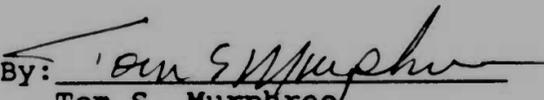
By: _____
S. Tabuchi
Manager

DAIWA BANK TRUST COMPANY

By: _____
Yoshihisa Okita
Vice President

Agreed to and acknowledged as of the 25th day of
July, 1988.

COX CREEK REFINING COMPANY

By: 
Tom S. Murphree
President

STATE OF NEW YORK)
) ss. ;
COUNTY OF NEW YORK)

BOOK 530 PAGE 543

On this ___ day of ___, 1988, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared L. Eduardo Gutierrez A., known to me to be Executive Vice President of BANCO INTERNACIONAL, S.N.C., a bank organized under the laws of Mexico acting through its New York agency, the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Elia Nicholas

Notary Public for the State
of New York

ELIA NICHOLAS
Notary Public, State of New York
No. 24-4889332
Qualified in Kings County
Commission Expires April 13, 1989

STATE OF NEW YORK)
) ss.;
COUNTY OF NEW YORK)

BOOK 530 PAGE 544

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Y. Yagi, known to me to be a Manager of MARUBENI AMERICA CORPORATION, a corporation organized under the laws of the State of New York, the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Ellen Nicholas
Notary Public for the State
of New York

ELLEN NICHOLAS
Notary Public, State of New York
No. 24-4889332
Qualified in Kings County
Commission Expires April 13, 1989

STATE OF NEW YORK)
) ss.;
COUNTY OF NEW YORK)

BOOK 530 PAGE 545

On this ____ day of ____, 1988, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared James Harper, known to me to be a Senior Vice President of DAIWA BANK TRUST COMPANY, a banking corporation organized under the laws of the State of New York, the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Edith A. Nicholas
Notary Public for the State
of New York

EDITH NICHOLAS
Notary Public, State of New York
No. 24-4889332
Qualified in Kings County
Commission Expires April 13, 1989

STATE OF MARYLAND)
) ss.;
CITY OF BALTIMORE)

BOOK 530 PAGE 546

On this ____ day of ____, 1988, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared _____ who acknowledged himself to be the President of COX CREEK REFINING COMPANY, a Maryland corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said corporation as President.

WITNESS my hand and official seal.

[Notary Seal]

Notary Public for the State
of Maryland

STATE OF MARYLAND)
) ss. ;
CITY OF BALTIMORE)

On this 25th day of July, 1988, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared Tom G. Murphy who acknowledged himself to be the President of COX CREEK REFINING COMPANY, a Maryland corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said corporation as President.

WITNESS my hand and official seal.

[Notary Seal]

William F. ...
Notary Public for the State
of Maryland


My Commission expires 7/1/90

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:

Address:

Landsman Mobile Home Partnership

c/o Arthur L. Silber
1171 Cavalier Road
Arnold, MD 21012

RECORD FEE 21.00

POSTAGE .50

#329880 C345 P01 115402

06/08/85

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:

P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid

[Handwritten signature]

BOOK 530 PAGE 549

land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust as modified by the Deed of Trust Modification Agreement and Consolidated Deed of Trust Promissory Note in the amount of \$1,700,000.00 executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

LANDSMAN MOBILE HOME PARTNERSHIP *et al*

BY: *Arthur L. Silber* (SEAL)
Arthur L. Silber *et al*

Dated: *July 29, 1988*

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

RMG#10: 41361LAN.FIN: 07/28/88

EXHIBIT A

BEGINNING FOR THE FIRST at a pipe set in the south 76 degrees 00 minutes west 1750 foot line of the conveyance from Martin J. Fischer, unmarried, to James F. Gomoljak and Angela M. Gomoljak, his wife, by Deed dated October 31, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 598, folio 134, said pipe being also in and south 69 degrees 53 minutes west 586.72 feet from a pipe found in the south 69 degrees 53 minutes west 2543.38 foot line of the Annapolis Water Company property; thence leaving said line and running across part of the said conveyance to Gomoljak with courses referred to the Annapolis Water Company Grid of 1935, south 34 degrees 37 minutes east 445.64 feet to a pipe set; thence south 09 degrees 55 minutes 30 seconds east 276.58 feet to a pipe set; thence south 20 degrees 15 minutes 50 seconds east 521.45 feet; thence south 10 degrees 52 minutes 10 seconds west 210.30 feet to the north side of Honeysuckle Lane, 30 feet wide; thence running with the north side of Honeysuckle Lane, north 88 degrees 02 minutes 50 seconds west 171.53 feet to a point of curve; thence with the arc or a curve to the left having a radius of 132.24 feet, a chord of south 61 degrees 18 minutes 25 seconds west 134.81 feet, an arc length of 141.48 feet to intersect the northeast line of a 5 foot widening strip along the northeast side of Crownsville Road, 30 feet wide, said widening strip to be dedicated to public use for future improvement of said road; thence running with the northeast line of said widening strip, north 03 degrees 57 minutes 30 seconds west 21.56 feet; thence north 19 degrees 06 minutes 30 seconds west 224.91 feet; thence north 29 degrees 42 minutes 30 seconds west 89.75 feet thence north 43 degrees 51 minutes 30 seconds west 91.64 feet; thence north 56 degrees 41 minutes 30 seconds west 112.17 feet; thence north 61 degrees 33 minutes 50 seconds west 643.82 feet to a point that is located north 28 degrees 26 minutes 10 seconds east 35 feet from a pipe found on the south side of said road at the corner of Lots 7 and 8 as shown on the Plat of Farish Farms, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 26; thence still north 61 degrees 33 minutes 50 seconds west 90 feet, thence leaving said road at right angles and crossing the above conveyance to Gomoljak, north 28 degrees 26 minutes 10 seconds east 457.65 feet to intersect the above mentioned 1750 foot line of the conveyance to Gomoljak; said point being located north 69 degrees 53 minutes east 612.48 feet from the intersection formed by the said line with the above mentioned line of the 5 foot widening strip, thence running with part of said 1750 foot line, reversely, corrected as aforesaid, north 69 degrees 53 minutes east 151.61 feet to the end of the above mentioned 2543.38 foot line of the Annapolis Water Company property; said point being located south 05 degrees 43 minutes east 222.9 feet from a monument found, said monument being one of the boundaries of said Water Company property; thence still with part of said 1750 foot line, as aforesaid, and with part of said 2543.38 foot line, reversely, north 69 degrees 53 minutes east 436.27 feet to the place of beginning. Containing 20 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in November, 1963.

BEGINNING FOR THE SECOND at an iron pipe now set at the end of the first line of the conveyance by Martin J. Fischer to James F. Gomoljak and wife by deed dated October 31, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 598, folio 134; said beginning point also being at the beginning of the closing line of the conveyance by Joseph S. Fischer to Henry Rodenberg by deed dated November 9, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 500, folio 515; thence leaving said beginning point so fixed and said conveyance to Rodenberg and running with part of the second line of said conveyance to Gomoljak and with the property of the Annapolis Water Co. South 69 degrees 53 minutes 30 seconds West 522.42 feet to an iron pipe found at the beginning of the conveyance by James F. Gomoljak and wife to Alfred I. Aaronson and wife by deed dated February 15, 1966, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1950, folio 516; thence leaving said Water Co. Property and said outline and running with the lines of said conveyance to Aaronson South 34 degrees 37 minutes East 445.67 feet to an iron pipe there found, South 9 degrees 55 minutes East 276.80 feet to an iron pipe there found, South 20 degrees 16 minutes East 521.65 feet to an iron pipe now set, and South 10 degrees 52 minutes west 210.30 feet to an iron pipe now set on the northernmost side of the County Road (known as Honeysuckle Lane) from General's Highway (Maryland Route Number 178) to the Crownsville Road; thence leaving said conveyance to Aaronson and running with the northern and western sides of said County Road South 85 degrees 32 minutes 30 seconds East 58.80 feet, South 81 degrees 43 minutes 20 seconds East 152.64 feet, North 89 degrees 08 minutes 40 seconds East 134.57 feet, North 70 degrees 02 minutes 30 seconds East 66.07 feet, and North 51 degrees 40 minutes 40 seconds East 134.42 feet to an iron pipe there found in an existing dirt road at the beginning of the North 28 degree 14 minute 10 second West 271.62 foot line of the conveyance by James F. Gomoljak and wife to William H. Young and wife by deed dated October 23, 1964; and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1815, folio 57; thence leaving said County Road and running with said conveyance to Young, as now surveyed, North 36 degrees 09 minutes West 271.87 feet to an iron pipe; thence running North 43 degrees 11 minutes 20 seconds East 97.22 feet to an iron pipe there found at the beginning of said conveyance to Young; thence running with the first line of said conveyance South 43 degrees 56 minutes 50 seconds East 239.51 feet to an iron pipe found on the westernmost side of said Honeysuckle Lane; thence leaving said conveyance to Young and running with the westernmost side of said County road the following seven courses and distances: North 15 degrees 46 minutes 20 seconds East 64.97 feet, North 4 degrees 29 minutes East 124.24 feet, North 17 degrees 51 minutes 30 seconds East 71.87 feet, North 34 degrees 07 minutes 10 seconds East 57.96 feet, North 41 degrees 34 minutes 10 seconds East 88.18 feet, North 46 degrees 36 minutes 20 seconds East 111.38 feet, and North 51 degrees 59 minutes 30 seconds East 81.17 feet to an iron pipe now set in said first line of the conveyance to Gomoljak and also in the closing line of said conveyance to Rodenberg; thence leaving said County Road and running with said line, as now surveyed, North 44 degrees 51 minutes 30 seconds West 1163.63 feet to the place of beginning. Containing 22.973 Acres, more or less; exclusive of 0.129 Acres contained within the Worthington Family Cemetery; said Cemetery being conveyed by Philip Hammond Brown and Mary

Elizabeth Brown, his wife, to Dr. George Hammond and Dr. Joseph M. Worthington by deed dated July 14, 1896, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. 3, folio 69; said Cemetery being described as follows:

BEGINNING for the same at an iron pipe now set at the northwest corner of said Cemetery, distant North 60 degrees 56 minutes 50 seconds East 220.63 feet from an iron pipe set on the northernmost side of Honeysuckle County Road at the end of the South 10 degrees 52 minutes West 210.30 foot line of the above described 22.973 Acre tract; thence leaving said beginning point so fixed and running with the outlines of said Cemetery South 33 degrees 27 minutes East 80.0 feet to an iron pipe now set; thence running North 56 degrees 33 minutes East 70.0 feet to an iron pipe now set; thence running North 33 degrees 27 minutes West 80.0 feet to an iron pipe now set and South 56 degrees 33 minutes West 70.0 feet to the place of beginning. Containing 0.129 Acres, more or less. All according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors, in April 1967.

Also covering any and all right, title, interest and estate that they may have in and to the five (5) foot widening strip lying between the Crownsville Road, 30 feet wide, as now laid out.

FINANCING STATEMENT

File No. _____

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Corporation(s) and Address(es)

Lynmar Incorporated
c/o Franklin Berger
2002 West Street
Annapolis, Maryland 21401

2. Secured Party and Address

Kenneth Gray Gentil, Jr.
1105 Van Buren Street
Annapolis, Maryland 21403

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph(s) whose box or boxes are checked.

A. All of Corporation's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacement(s), used in or related to the conduct of the restaurant business known as Pizza Patio and/or Caffe Franco Ristorante, including but not limited to that which is described below and in any separate schedule at any time delivered by Corporation to Licensee; and all proceeds and products thereof in any form whatsoever:

B. All of the inventory of the Corporation, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Corporation's present and future accounts receivable, contract rights, rents, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Corporation, and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. A certain license for the service of alcoholic beverages issued by the City of Annapolis.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~(is not)~~ exempt from the recordation tax (Maryland) Principal amount of debt initially incurred is: Not applicable

RECORD FEE 13.00

POSTAGE .50

RECEIVED 08/08/88 R01 T15:56

REFUND 2.00

#329830 0855 R01 T15:57

08/08/88

LYNMAR INCORPORATED
t/a Pizza Patio/Caffe Franco Ristorante

By: Franklin Berger
Franklin Berger

SECURED PARTY:

Kenneth Gray Gentil, Jr.
Kenneth Gray Gentil, Jr.

1300
500
AUG 3 1988
Date Signed by Corporation

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

AMENDMENT TO FINANCING STATEMENT

THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, IDENTIFYING NO. 255057, RECORDED IN BOOK 481, PAGE 125, ON DECEMBER 31, 1984.

TO BE RECORDED AT:

Circuit Court for Anne Arundel County
- Financing Statement Records

NOT SUBJECT TO
RECORDATION TAX

This Amendment to Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code:

| | |
|-----------------------------------|------------------------------------------------------------------------------|
| 1. NAME AND ADDRESS OF DEBTOR: | ANNE ARUNDEL COUNTY, MARYLAND Arundel Center Annapolis, Maryland 21404 |
|-----------------------------------|------------------------------------------------------------------------------|

| | |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. (a) NAME AND ADDRESS OF SECURED PARTY UNDER ORIGINAL FINANCING STATEMENT: | UNION TRUST COMPANY OF MARYLAND 15th Floor 10 East Baltimore Street Baltimore, Maryland 21201 Attn: Douglas V. Durans, Vice President |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|-------------------------|-------|
| RECORD FEE | 10.00 |
| POSTAGE | .50 |
| #330210 0777 R01 711133 | |

| | |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------|
| (b) NAME AND ADDRESS OF NEW SECURED PARTY: | FARMERS NATIONAL BANK OF MARYLAND Church Circle Annapolis, Maryland 21401 Attn: Twaun D. Oakes |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------|

| | |
|-----------------------------------|--|
| FARMERS NATIONAL BANK OF MARYLAND | |
| Church Circle | |
| Annapolis, Maryland 21401 | |
| Attn: Twaun D. Oakes | |

3. Farmers National Bank of Maryland, a national banking association (the "New Secured Party"), has purchased from Signet Bank/Maryland, successor in interest to The Union Trust Company of Maryland (the "Original Secured Party"), and the Original Secured Party has sold to the New Secured Party, the Debtor's Anne Arundel County, Maryland Industrial Development Revenue Bonds (Hopkins Road Associates Project), 1984 Series, dated as of December 27, 1984 in the original aggregate principal amount of \$1,800,000 and originally issued as a single bond (the "Bond"), together with certain documents executed and delivered in connection with the issuance and sale of the Bond. The Bond Indenture dated as of December 27, 1984 between the Debtor and the Original Secured Party has been modified and amended pursuant to a Supplemental Indenture dated August 3, 1988 by and between the Debtor and the Original Secured Party (the "Supplemental Indenture").

09/09/88

PAID

10

4. The Original Financing Statement referred to above (the "Original Financing Statement") is hereby amended as follows as of August 3, 1988:

(a) The New Secured Party shall be the "Secured Party" for all purposes of the Original Financing Statement.

(b) All references in the Original Financing Statement to "Indenture" shall mean the Indenture as modified and amended by the Supplemental Indenture.

Original Secured Party

SIGNET BANK/MARYLAND
(successor in interest to the
Union Trust Company of Maryland)

By: *Douglas R. Hebard* (SEAL)
Douglas R. Hebard,
Assistant Vice President

Filing Officer: Return to: John R. Devine, Esquire
Miles & Stockbridge
10 Light Street - 8th Floor
Baltimore, Maryland 21202

AMENDMENT TO FINANCING STATEMENT

THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 255058, RECORDED IN BOOK 481, PAGE 129, ON DECEMBER 31, 1984.

TO BE RECORDED AT:

NOT SUBJECT TO RECORDATION TAX

Circuit Court for Anne Arundel County - Financing Statement Records

This Amendment to Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: HOPKINS ROAD ASSOCIATES
c/o Reliable Contracting Company
1 Church View Drive
Millersville, Maryland 21108
- 2. NAME AND ADDRESS OF SECURED PARTY: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Annapolis, Maryland 21404
- 3. (a) NAME AND ADDRESS OF ORIGINAL ASSIGNEE AND SECURED PARTY OF RECORD UNDER ORIGINAL FINANCING STATEMENT: UNION TRUST COMPANY OF MARYLAND
15th Floor
10 East Baltimore Street
Baltimore, Maryland 21201
Attention: Douglas V. Durans, Vice President
- (b) NAME AND ADDRESS OF NEW ASSIGNEE: FARMERS NATIONAL BANK OF MARYLAND
Church Circle
Annapolis, Maryland 21401
Attention: Twaun D. Oakes

RECORD FEE 10.00
POSTAGE .50
#330220 0777 P01 711735
08/09/85
RHM

4. Farmers National Bank of Maryland, a national banking association (the "New Assignee"), has purchased from Signet Bank/Maryland, successor in interest to Union Trust Company of Maryland (the "Secured Party of Record"), and the Secured Party of Record has sold to the New Assignee, the Secured Party of Record's Anne Arundel County, Maryland Industrial Development Revenue Bonds (Hopkins Road Associates Project) 1984 Series, dated as of December 27, 1984 in the original aggregate principal amount of \$1,800,000, originally issued as a single bond (the "Bond"), together with certain documents executed and delivered in connection with the issuance and sale of the Bond. The Bond Indenture dated as of December 27, 1984 between the Secured Party and the Secured Party of Record (the "Bond Indenture") has been modified and amended pursuant to the Supplemental Indenture

49

dated August 3, 1988 by and among the Secured Party and the Secured Party of Record (the "Supplemental Indenture").

5. The Original Financing Statement referred to above (the "Original Financing Statement") is hereby amended as follows as of August 3, 1988:

(a) The New Assignee shall be the "Assignee" for all purposes of the Original Financing Statement; and

(b) All references in the Original Financing Statement to "Bond Indenture" shall mean the Bond Indenture as modified and amended by the Supplemental Indenture.

Secured Party of Record:

SIGNET BANK/MARYLAND (successor in interest to Union Trust Company of Maryland)

By: Douglas R. Hebard (SEAL)
Douglas R. Hebard,
Assistant Vice President

Filing Officer: Return to: John R. Devine, Esquire
 Miles & Stockbridge
 10 Light Street - 8th Floor
 Baltimore, Maryland 21202

WP: NN000704.FIS

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 83,000.00
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

| NAME | ADDRESS |
|-----------------------------------------------|-------------------------|
| 1. Debtor(s) | City State |
| Inc. | |
| Homestead Gardens, Central Avenue, Route 214, | Davidsonville, MD 21035 |

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

RECORD FEE 11.00
RECORD TAX 581.00
POSTAGE .50

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment** - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory** - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc.** - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment** - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other** - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

305410 C345
R01 T10:33
07/07/88
BKR

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Secured Party: SOVRAN BANK/MARYLAND By: <u><i>Jeffrey D. Dunaway</i></u> Type Name <u>Jeffrey D. Dunaway</u> Title <u>Assistant Vice President</u> | Debtor(s) or Assignor(s) HOMESTEAD GARDENS, INC. By: <u><i>Don E. Riddle, Sr.</i></u> Don E. Riddle, Sr., Secretary |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

Type or Print Name and Title of Each Signature

BOOK 530 PAGE 559

INSTRUMENT BEING RERECORDED TO CORRECT CLERICAL ERROR.

H. ERLE SCHAFER, CLERK

per *Wm H. Paul* Deputy

INSTRUMENT RECORDED IN ERROR IN THE
LAND RECORDS INSTEAD OF FINANCING RECORDS

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Irvin H. Booker
Loretta L. Booker

Chesapeake Mobile Court #53
Hanover, Maryland 21076

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).
USED 1986 Liberty Homes Corp., "Monticello" Mobile Home
56 X 14, Serial # 08-L-57351, Brown
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

RECORD FEE 12.00

Irvin H. Booker
IRVIN H. BOOKER

THE BANK OF BALTIMORE POSTAGE .50

Loretta L. Booker
LORETTA L. BOOKER

BY Janita Hamilton #331940 0777 R01 T10#28
08/10/88

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

1200

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Michael E. Helmick
Tina M. Helmick

7959 Telegraph Road #143A
Severn, Maryland 21144

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).
NEW 1989 Imperial Homes Corp. "Sovereign" Print 1814, 60X28
Mobile Home, Beige, Serial # IH892495A/B
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Secured Party

Michael E. Helmick
MICHAEL E. HELMICK

THE BANK OF BALTIMORE

Tina M. Helmick
TINA M. HELMICK

BY Janette Hamilton

RECORD FEE 12.00

#331950 C777 R01 T10+28

08/10/88

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

12.00

BA 8105-B1931

BOOK 530 PAGE 562

274103

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/28/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kathleen Jean Lancey

Address 663 Kensington Ave, Severna Park, Md. 21146

2. SECURED PARTY

Name Kayak Mfg. Corp.

Address 325 Harlem Rd.

West Seneca, NY 14224

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 1998

4. This financing statement covers the following types (or items) of property: (list)

Kayak Award Winning Swimming Pool - above ground - 24 X 12 - and all attached thereto

RECORD FEE 11.00
POSTAGE .50
H331960 0777 R01 T10429
08/10/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 663 Kensington Ave., Severna Park, Md. 21146

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(JEAN)
X Kathleen J. Lancey
(Signature of Debtor)

Kathleen Jean Lancey
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lauren A. Thompson
(Signature of Secured Party)

Lauren A Thompson
Type or Print Above Name on Above Line

BOOK 530 PAGE 563

CR17

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <p>1. DEBTOR'S (LAST NAME, FIRST, ADDRESS) Edward West T/A EA West & Sons Excavation Box 493 Millersville, MD 21108</p> | <p>2. SECURED PARTY'S (NAME AND ADDRESS) Ford Motor Credit P.O. Box 637 Mechanicsville, VA 23111</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|

3. This statement refers to original Financing Statement No. 257945 Dated: 8-13-85

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> | <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</p> | <p>D. Termination <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Liben 488 PAGE 284

RJM

RECORD FEE 10.00
POSTAGE .50

4. This transaction is exempt from the Recording Tax.

#331010 0777 R01 T08458

Filed with: ANNE ARUNDEL COUNTY

08/10/88

Dated: 8-4, 1988 By: Ford Motor Credit
B. J. Matthews

F M C C JUN 65 7288-M (MARYLAND ONLY)

10.50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Warren S. Cross d/b/a/
Warren's Automotive Machine Shop
7621 B & A Blvd.
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Cap-Co Leasing Company
1430 N. Meacham Rd.
Schaumburg, IL 60173

3. Maturity date (if any):
For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 12.00

#331090 0777 R01 109102

4. This financing statement covers the following types (or items) of property:
1 T-0100-HD Spray Cleaning Cabinet 220V 3 Phase
Not subject to recordation tax C/S/C

5. Assignee(s) of Secured Party and Address(es) 08/10/88
Capitol Leasing Company
1430 N. Meacham Rd.
Schaumburg, IL 60173

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Warren S. Cross d/b/a/
Warren's Automotive Machine Shop

Cap-Co Leasing Company

Warren Scott Cross
Signature(s) of Debtor(s)

By *Mona White*
Signature(s) of Secured Party(ies)

Warren cross - owner

Mona White - Asst. Treas.

STANDARD FORM - FORM UCC-1

(X) FILING OFFICER COPY ALPHABETICAL

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Castle Food Products Corporation
Address 8375 Patuxent Range Road, Jessup, MD 20794

2. SECURED PARTY

Name Bell Atlantic-TriCon Leasing Corporation
Address 1800 JFK Blvd., 14th Floor, Philadelphia, PA 19103

RECORD FEE 11.00

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) #40787

See Attached Schedule "A"

Name and address of Assuree

"Equipment Lease Does Not Create A Security Interest"

08/10/88

CHECK THE LINES WHICH APPLY XXX Proceeds

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Castle Food Products Corporation

+ *[Signature]* - VP
(Signature of Debtor)

R. Alan Macksey, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bell Atlantic-TriCon Leasing Corporation

[Signature]
(Signature of Secured Party)

Lynne M. Carlson
Type or Print Above Signature on Above Line

Schedule "A" to Agreement between BELL ATLANTIC TRICON LEASING CORPORATION.

and The Castle Food Products Corporation

Dated August 1, 1988

- 1 - System 4000 Consisting of:
- 1 - MAI 4000, 8MB RAM, 2-160MB Disk
- 1 - 4MB RAM Board
- 1 - 160MB 5 1/4" HD Disk W/Contr, Cable
- 1 - 120MB INTNL MCS PKG (W/MCS, CONTR
- 17 - DT-4313 Ergonomic Terminal, U.S.
- 1 - PT-4220 600LPM Band PTR W/64 Char
- 1 - Cable, PAR PTR to CCA, 15 Ft.
- 4 - PT-4222 400CPS Matrix PTR, Dual
- 1 - BOSS/IX 7.4A, 4000
- 1 - Configuration Record, BOSS/IX 7.4
- 4 - Media, MCS Tape for Software
- 1 - Tech Serv - 3000/4000 System
- 20 - MCS Tape Cartridge, 600 FT, Qty 10
- 3 - DT-4314 Terminal, U.S. English

Singleton & Associates
3930 Knowles Avenue
Kensington, MD 20895

Wholesale Software Package

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented

RUNO

1. Debtor(s) (Last Name First and Address(es))

Jones of Annapolis, Inc.
2056 Generals Highway
Annapolis, MD 21401

2. Secured Party(ies) Name(s) and Address(es)

Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore, MD 21237

RECORD FEE 10.00

POSTAGE .50

3. (a) This statement refers to original Financing Statement bearing file No. 272475 1988
Filed with Clerk Anne Arundel Co. Date Filed April 19 1988
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing of covered timber or accounts subject to G.S. 25-9-103. (5) mark this block

For Filing #331110 0777 R01 T09104
Officer

08/10/88

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9. Filed w/clerk Anne Arundel County, MD
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
- 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. One New Caterpillar #953 Track Loader S/N 20Z01894

County

ASSIGNEE: CATERPILLAR FINANCIAL SERVICES CORPORATION
10630 Little Patuxent Parkway
Columbia, Maryland 21044

#19591

10. Signatures:

Mark Welsh - Asst. Sec.

By Debtor(s) (necessary only if item 7 is applicable)

By Secured Party(ies)

Standard Form Approved by
N. C. Sec. of State
and other States shown above

FINANCING STATEMENT CHANGE

UCC-3

(1) Filing Officer Copy - Numerical

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | | No. of Additional Sheets Presented |
| (1) Debtor(s) (Last Name First) and Address(es) Williams Construction Co., Inc. 8660 Pulaski Highway Baltimore, MD 21237 M-33209 MACHINE LOCATED IN JESSUP, MD | (2) Secured Party(ies) (Name(s) And Address(es)) ALBAN TRACTOR CO. INC. P. O. BOX 9595 BALTIMORE, MD. 21237 | RECORD FEE 11.00 POSTAGE .50 #331120 0777 R01 T09:09 08/10/88 |
| (3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5). | (4) Assignee(s) of Secured Party, Address(es) Caterpillar Financial Services Corporation 10630 Little Patuxent Parkway Columbia, Maryland 21044 | For Filing Officer |
| (5) This Financing Statement Covers the Following types [or items] of property. One (1) New Caterpillar Model #D6H Tractor S/N 3ZF00640 One (1) Caterpillar Model #6SU Bulldozer S/N 1CH01386 Secured Party is seller of equipment not subject to recordation tax. AA (Anna Arundel County) "NOT SUBJECT TO RECORDATION TAX" M. SUTTLE #19976 | | |
| <input checked="" type="checkbox"/> Products of the Collateral Are Also Covered. | | |
| (6) Signatures: Debtor(s) Williams Construction Co., Inc. (By) <i>Raymond D. Turner - Secretary</i> Standard Form Approved by N.C. Sec. of State and other states shown above. Raymond D. Turner Secretary. | Alban Tractor Co., Inc. (By) <i>Mark Welsh</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> Mark Welsh, Asst., Secty/ <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2) | Secured Party(ies) [or Assignees] |

UCC-1

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

| | |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a | If this statement is to be recorded in land records check here. <input type="checkbox"/> |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Communication Installations, Ltd.

Address 150 Midlantic Parkway, Thorofare, NJ 08086

2. SECURED PARTY

Name Circle Business Credit, Inc.

Address 110 S. Jefferson Plaza, Whippany, NJ 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attached Schedule A.

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

RECORD FEE 1.00

RECORD FEE 10.00

POSTAGE .50

8331130 0777 R01 T09+12

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

08/10/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]

(Signature of Debtor)

Lawrence Presser
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

Kathleen M. Gallagher
Type or Print Above Signature on Above Line

11/50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Command Technology, Inc.
Address 2600 Cabover Drive, Suite M Hanover MD 21076

2. SECURED PARTY

Name W.C. Burroughs & Associates, Inc.
Address 7146 Montevideo Road Jessup MD 20794

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORDED 2106117.00
POSTAGE .50
#331160 0777 R01 T09114
09/10/88

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Command Technology, Inc.
see attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

Type or Print Above Signature on Above Line
Patrick White, Ass't Sec.

1750

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION. *

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation. *

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19 _____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

530 570-C

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 3, 1988

between **W.C. Burroughs & Associates, Inc.** as Seller-Lessor-Mortgagee and **Command Technology, Inc.** 2500 Cabover Dr., Suite M Hanover MD 21076 (Name) (Address)

as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 90,600.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 3rd day of AUGUST, 19 88.

W.C. Burroughs & Associates, Inc. (Seal)
(Seller-Lessor-Mortgagee)

By: *[Signature]* Sec/Treas

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L-5A

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 499 FOLIO 193 ON June 18, 1986 (DATE)

1. DEBTOR

Name Frank DeLorenzo / Frank's Flying Pizza
Address Lake Shore Plaza A.A.Co. Maryland 21122

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 7711 Quarterfield Road Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

| | | |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT | <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| | <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p> |
| | <p>RECORD FEE .00 RECORD FEE 10.00 POSTAGE .50</p> | |
| | <p>#33178 6777 R01 T0915 08/10/88</p> | |

Dated August 3, 1988

Penny Seaman
(Signature of Secured Party)

Penny Seaman - Consumer Loan Manager
Type or Print Above Name on Above Line

STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

58875
B. B. B. B. B.

ANNE ARUNDEL COUNTY

INSTRUCTIONS:

- PLEASE TYPE the name and only filing jurisdiction for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with unrelieved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any items on the form is inadequate the items should be continued on additional sheets, preferably 8 1/2" x 11" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement being filed. Collateral, indebtedness, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is goods or goods which are or are to become fixtures, describe generally, the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may state and sign Termination Legend with six third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es):

2 Secured Party(ies) and address(es):

For Filing Officer (Date, Time, Number, and Filing Office)

Nite Club, Inc.
Crofton Shopping Center
Davidson Road & Crain Highway
Room 10
Crofton, Maryland 21114

Jefferson Bank & Trust Co.
7505 Greenway Center Dr.
Greenbelt, Md 20770

RECORD FEE 11.00
RECORD TAX 700.00
POSTAGE .50

4 This financing statement covers the following type(s) of property:

All accounts receivable, inventory, furniture, fixtures, leasehold improvements, licenses nowed or hereafter acquired

5 Assignee(s) of Secured Party and Address(es):

331200 0777 R01 709421

8/10/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

Nite Club, Inc.
Gerard F. Policicchio, President

Jefferson Bank & Trust Co.
7-28-88

By Alan J. Silver, Secretary
(1) Filing Officer Copy-Alphabetical

By Michael E. Alderson, V.P.
Signatures for Secured Parties

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) address(es) MERLE W. HOWARD 382 EASH BAY FRONT Rd. DEALE, MD. 20751 | 2. Secured Party(ies) and Address(es) DORSEY & FORD MOTOR CREDIT COMPANY PO. Box 637 MECHANICSVILLE, VA 23111 |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE .10

3. This Financing Statement covers the following types (or items) of personal property:

NEW 1988 FORD GRINDER-MIXER MODEL 353
SERIAL # 756917

RECORD FEE 10.90

POSTAGE .50

Check if covered: Proceeds of collateral covered Products of collateral covered

#331210 0717 R01 T09:22

4. This transaction is exempt from the Recording Tax.

09/10/88

Filed with:

Merle W. Howard
(SIGNATURE OF DEBTOR)

FORD MOTOR CREDIT COMPANY
(NAME OF SECURED PARTY)

Merle W. Howard
(SIGNATURE OF DEBTOR)

BY: W. R. G. (Rep.)

11.50

| | | | |
|-----------------------------------------------|-------------------------------|------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> TO BE | } RECORDED IN LAND RECORDS | <input checked="" type="checkbox"/> SUBJECT TO | } RECORDING TAX ON PRINCIPAL AMOUNT OF \$10,685.00 |
| <input checked="" type="checkbox"/> NOT TO BE | | <input type="checkbox"/> NOT SUBJECT TO | |

FINANCING STATEMENT

1. Debtor(s):

American Lithograph, Inc.
Name or Names—Print or Type

611 H & J Hammonds Ferry Road, Linthicum, Md. 21090
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Marvin E. Glass, Individually and as agent for Undisclosed Principals
Name or Names—Print or Type

7 Church Lane, Suite 16-A, Baltimore County, Md. 21208
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 Harris Lum 2 Color Offset Press
Serial No. 291 Model Lum

4. If above described personal property is to be affixed to real property, describe real property.

611 H & J Hammonds Ferry Road, Linthicum, Maryland 21090

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 11.00
RECORD TAX 7.00
RECORD TAX 70.00
POSTAGE .50

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

#331240 0777 R01 T09425

DEBTOR(S):
AMERICAN LITHOGRAPH, INC.
(Signature of Debtor)
(Signature of Debtor)

SECURED PARTY:
N/A
(Company, if applicable)

8/10/88

By: DONALD A. ECKERT, PRESIDENT
Type or Print

(Signature of Secured Party)
(Signature of Secured Party)

(Signature of Debtor)

Type or Print

Marvin E. Glass, Individually and as agent for Undisclosed Principals
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Marvin E. Glass, 7 Church Lane, Suite 16-A, Baltimore, Md. 21208

1177
-50

STATE OF MARYLAND

BOOK 530 PAGE 575

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257027

RECORDED IN LIBER 486 FOLIO 149 ON 6-13-88 (DATE)

1. DEBTOR

Name George A. Uranas Jr.
Address 1700 Balt + Annapolis Blvd Annapolis MD 21401

2. SECURED PARTY

Name Massey Ferguson
Address PO Box 10357 Des Moines IA 50306

Person And Address To Whom Statement Is To Be Returned If Different From Above.
RECORD FEE 10.00
POSTAGE .50

3. Maturity date of obligation (if any)

#331250 0777 R01 T09:25
08/10/88

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

40-19012-850 3456

Dated 8-3-88

Leslie Wheatley, Cr. Clerk
(Signature of Secured Party)

Leslie Wheatley
Type or Print Above Name on Above Line

MARYLAND FINANCING STATEMENT

BOOK 530 PAGE 576

274114

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Arundel Video, Inc.
(Name or Names)
7608 Baltimore Annapolis Blvd. Glen Burnie, MD 21061
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Assoc.
Of LESSOR _____
(Name or Names)
2001 E. Joppa Road Baltimore, MD 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

See Attached Schedule A.

RECORD FEE 11.00
POSTAGE .50
#331270 C777 R01 T09127
09/10/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Arundel Video, Inc.

By: Richard Brady, President
(Title)

Richard Brady
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian G. Connelly
(Title)
Brian G. Connelly Mgr.

(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

Attached to and made a part hereof Equipment Lease No. CFSL2883
dated 6-17-88.

| <u>Quantity</u> | <u>Description</u> |
|-----------------|------------------------------------------------------------|
| 1 | IBM AT Compatible Computer w/ 640 KB RAM, Phoenix BIOS ROM |
| 2 | 360 KB Floppy Disk Drive |
| 2 | 30 MB Fixed Disk |
| 2 | Monochrome Display with Hercules Graphics |
| 2 | Clock Calender Card |
| 2 | Parallel Printer Port |
| 2 | Enhanced Keyboard |
| 2 | Network Adaptor Card |
| 2 | High Speed Letter Quality Printers with Stands |
| 1 | IBM XT Compatible Computer w/ 640 KB RAM, Phoenix BIOS ROM |

EQUIPMENT LOCATION: ROCK CREEK SHOPPING CENTER
8531 FORT SMALLWOOD ROAD
RIVERA BEACH, MD 21122

Approved and agreed to this 17th day of June, 1988

Lessee: Arundel Video, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: Richard Brooks By: Brian S. Connelly

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Arundel Real Estate
302 Crain Hwy S.E. (Name or Names) Glen Burnie, Maryland 21061
(Address) CFSL2874

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings & Loan Assoc.
2001 E. Joppa Road (Name or Names) Baltimore, MD 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
(1) One - Toshiba B114121 Copier

RECORD FEE 1.00
RECORD FEE 10.00
POSTAGE .50

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered: Yes () No (xx)

HEX1290 0777 R01 T09:28
05/10/88

LESSEE
ARUNDEL REAL ESTATE
By: Donna Howard Owner (Title)
(Type or print name of person signing)
By: _____ (Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Mgr. (Title)
(Type or print name of person signing)
Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Debtor(s) (Last Name First) and Address(es): Skinner & Logsdon Construction & Equipment Inc. P.O. Box 782 Glen Burnie, Md. 21061 Anne Arundel County | 2. Secured Party(ies) Address(es) And Name(s): John C. Louis Co., Inc. 1805 Cherry Hill Road Baltimore, Md. 21230 | 3. Maturity Date (Optional): 4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE 1.00 RECORD FEE 10.00 POSTAGE .50 |
| 7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) One (1) Melroe Bobcat Loader Model M743 S/N 39607 Flotation Tires, One (1) 60" Bucket with teeth, One (1) 60" Bucket without teeth THIS COVERS A CONDITIONAL SALES CONTRACT. THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX. DEBT EXCEEDS \$200.00 <input checked="" type="checkbox"/> Proceeds of the collateral are also covered. Filed with: <input type="checkbox"/> Sec. of State <input type="checkbox"/> Filing Office of _____ County/City | | 5. Assignee(s) of Secured Party, Address(es): #331290 C777 R01 T09129 Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107 08/10/88 6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7. |

8. Signatures:
 SKINNER LOGSDON CONSTRUCTION & EQUIPMENT INC. JOHN C. LOUIS CO., INC.
 By Thomas C. Skinner Debtor(s) [or Assignor(2)] By Wilmer S. Davison Secured Party(ies) [or Assignee(s)]
 PRESIDENT FINANCING STATEMENT PRESIDENT
 (2) Filing Officer Copy — Alphabetical THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY. FORM UCC 1

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

Birch, Daniel E.
1535 Crofton Parkway
Crofton, MD 21114

2 Secured Party(ies) and Address(es)

District International Trucks, Inc.
5000 Tuxedo Rd.
Tuxedo, MD 20781

3 Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

#331390 0777 R01 TOR133

4 This financing statement covers the following types (or items) of property.

1989 International F-2574 w/ 14' Snyder dump body
Chassis Serial #LHTZPG3TOKH636586
Body serial #13366

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corporat;
P.O. Box A
College Park, MD 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

1344414

Daniel E. Birch

District International Trucks, Inc.

By:

Daniel Birch
Signature(s) of Debtor(s)

By:

R. Guss
Signature(s) of Secured Party(ies)

BOOK 530 PAGE 581

274118

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es):
T/A TIRES PLUS INC.
Complete Automotive Services Inc
4159 Mountain Road
Pasadena, Maryland 21122

2 Secured Party(ies) and address(es):
MIDLANTIC COMMERCIAL LEASING CORPORATION
225 West 34th Street
New York, New York 10122

3 Maturity date (if any)
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00

POSTAGE .50

#331390 0777 R01 709434

02/10/88

4 This financing statement covers the following types (or items) of property
FMC ALIGNMENT SYSTEM

5 Assignee(s) of Secured Party and Address(es)

"NOT SUBJECT TO RECORDATION TAX"

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

By: COMPLETE AUTOMOTIVE SERVICES INC.
t/a TIRES PLUS INC.

By: MIDLANTIC COMMERCIAL LEASING CORPORATION

Signature(s) of Debtor(s)

Title

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

For Use in Most States

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

1 ~~XXXXXXXX~~ Last Name, First, and address(es)

2 ~~XXXXXXXXXXXXXXXX~~ and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Lessee:

Lessor:

Allstate Insurance Company
Allstate Plaza North
Northbrook, IL 60062

M&SD Financial Services, Inc.
1200 Wall Street West
Lyndhurst, NJ 07071

RECORD FEE 41.00
POSTAGE .50

4 This financing statement covers the following type(s) of property:

Certain telecommunications equipment and a lease of the same with Allstate Insurance Company all as more particularly described on schedule A annexed hereto. THIS FILING IS FOR PRECAUTIONARY PURPOSES ONLY; THIS TRANSACTION IS NOT TO BE CONSTRUED AS ANYTHING OTHER THAN A TRUE LEASE.

Equipment Location: 200 Hospital Drive
Glen Burnie, MD

5 Assignee(s) of Secured Party and Address(es) 109137

08/10/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with
Clerk of the Circuit Court
Anne Arundel County, MD

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented 10, 9

ALLSTATE INSURANCE COMPANY

M&SD FINANCIAL SERVICES, INC.

By

J.S. Trees
Signature(s) of ~~XXXXXXXX~~ J.S. Trees

Vice Pres.

Title

By

Karen P. Kalman
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

SCHEDULE A TO FINANCING STATEMENT

LESSOR/ASSIGNOR: M&SD FINANCIAL SERVICES, INC.

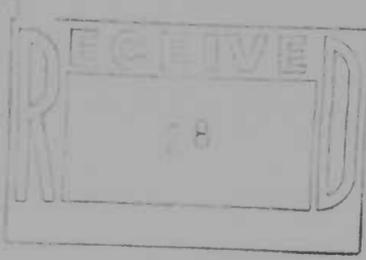
DESCRIPTION OF COLLATERAL

The following described Equipment: See Schedule A.

1. All now owned and subsequently acquired replacement parts, repairs, modifications, alternations, additions, controls and operating accessories incorporated on and/or affixed to said Equipment and all substitutions and replacements of said Equipment.
2. Any and all presently existing and subsequently arising leases (the "Leases") covering the Equipment, including but not limited to Master Agreement of Lease No. AIC-1, dated December 1, 1986, and Equipment Schedule No. AIC-39 thereto by and between Lessor, and Allstate Insurance Company, as Lessee.
3. Any and all instruments or documents (whether presently existing or subsequently arising) pursuant to which any person or entity shall issue a guaranty of, or provide collateral security for, the obligations of the lessee under any Leases, and shall include, without limitation, all guaranties, security agreements, assignments and mortgages (the "Collateral Documents").
4. All rents, monies, profits, revenues, income, claims, rights, powers, privileges, remedies and other benefits of Lessor due and hereafter to become due to otherwise to accrue to the benefit of Lessor under any Leases and any Collateral Documents.
5. All claims, rights, powers, privileges and remedies of Lessor arising in connection with the Equipment, whether arising under any leases, or under any agreements relating to the purchase of the Equipment, by statute, at law, in equity or otherwise.
6. All proceeds and products of the Collateral described in Paragraphs 1 through 5 above.

ONE-TIME INVOICE

AT&T
RESTON MDC (AT&T) 00739
1831 WIEHLE AVE., 2ND FLOOR
RESTON, VIRGINIA 22090



300 530 PAGE 584



ALLSTATE INSURANCE
ATTN: R.W. BEAGLE
1850 CENTENNIAL PARK DRIVE
RESTON, VIRGINIA 22091

Account Number: 0016-14584-19
Invoice Number: 99999991NU

INVOICE DATE: 03-11-88

For billing inquiries: (703)471-8200
To place an order: (703)471-8200

NEW CHARGES

| | | |
|-------------------------------|------------|------------|
| Purchases: | \$55840.50 | |
| One-Time and Partial Charges: | \$7629.13 | \$63469.63 |
| TOTAL NEW CHARGES: | | |

| | | |
|-----------------------------|-----------|------------|
| Federal Excise Tax: | \$0.00 | |
| State and Local Taxes: | \$2808.68 | \$2808.68 |
| TOTAL TAXES ON NEW CHARGES: | | |
| Total New Charges Taxes: | | \$66278.31 |

REMITTANCE AMOUNT

Total Payable Upon Receipt: \$66278.31

To insure proper credit, please detach this portion & return with remittance.
REMITTANCE DOCUMENT

ALLSTATE INSURANCE
ATTN: R.W. BEAGLE
1850 CENTENNIAL PARK DRIVE
RESTON, VIRGINIA 22091

Branch Office: USEAGRAA
Telephone Number: (703)471-8200
Account Number: 0016-14584-19
Invoice Number: 99999991NU

INVOICE DATE: 03-11-88

Please remit payments to:
AT&T
1831 WIEHLE AVE., 2ND FLOOR
RESTON, VA. 22090
ATTN: SADIE SPEIGHT

AMOUNT DUE: \$66278.31

AMOUNT ENCLOSED: _____

ONE-TIME ACTIVITY REPORT



Account Number:0016-14584-19
 Invoice Number:99999991NJ
 Page Number:2

INVOICE DATE:03-11-88

The Following Equipment/Service is Provided at:
 Location #0016-14585-18 200 HOSPITAL DR. GLEN BURNIE, MD 21061

| Item | Quantity | Description Prod. No./SO No. PO No. | Type of Action | Purchase Price (Per Unit) | Total Purchase Price | Other One-Time Charges (Per Unit) | Total One-Time Charges |
|------|----------|--------------------------------------------------|----------------------|---------------------------------|----------------------------|-----------------------------------------|------------------------------|
| 1 | 1 | VOICE APP SFT 1231-WAS /SO:904475971-01 | PURCHASE 03-11-88 | \$3850.00 | \$3850.00 | | |
| 2 | 2 | M258 ORD RS232 2721-02K /SO:904475971-01 | PURCHASE 03-11-88 | \$56.00 | \$112.00 | | |
| 3 | 2 | M258 ORD RS232 2721-02K /SO:904475971-01 | INSTALL 03-11-88 | | | \$6.00 | \$12.00 * |
| 4 | 76 | SET TT DESK 3100-1TD /SO:904475971-01 | PURCHASE 03-11-88 | \$41.25 | \$3135.00 | | |
| 5 | 76 | SET TT DESK 3100-1TD /SO:904475971-01 | INSTALL 03-11-88 | | | \$10.00 | \$760.00 * |
| 6 | 1 | KEYBOARD 600SER 33402 /SO:904475971-01 | PURCHASE 03-11-88 | \$105.00 | \$105.00 | | |
| 7 | 1 | KEYBOARD 600SER 33402 /SO:904475971-01 | INSTALL 03-11-88 | | | \$14.00 | \$14.00 * |
| 8 | 1 | MONITOR 14INCH 605/615 33415 /SO:904475971-01 | PURCHASE 03-11-88 | \$172.50 | \$172.50 | | |
| 9 | 1 | MONITOR 14INCH 605/615 33415 /SO:904475971-01 | INSTALL 03-11-88 | | | \$18.00 | \$18.00 * |
| 10 | 1 | CONTROLLER 610 3344-610 /SO:904475971-01 | PURCHASE 03-11-88 | \$378.75 | \$378.75 | | |
| 11 | 1 | CONTROLLER 610 3344-610 /SO:904475971-01 | INSTALL 03-11-88 | | | \$38.00 | \$38.00 * |
| 12 | 1 | SYS 75 - 513 EMUL 33461 /SO:904475971-01 | PURCHASE 03-11-88 | \$93.75 | \$93.75 | | |

* Taxes not applicable

ONE-TIME ACTIVITY REPORT

BOOK 530 PAGE 586



Account Number:0016-14584-19
 Invoice Number:99999991NJ
 Page Number:3

INVOICE DATE:03-11-88

The Following Equipment/Service is Provided at:
 Location #0016-14585-18 200 HOSPITAL DR. GLEN BURNIE, MD 21061

| Item | Quantity | Description Prod. No./SO No. PO No. | Type of Action | Purchase Price (Per Unit) | Total Purchase Price | Other One-Time Charges (Per Unit) | Total One-Time Charges |
|------|----------|------------------------------------------------|----------------------|---------------------------------|----------------------------|-----------------------------------------|------------------------------|
| 13 | 1 | SYS 75 - 513 EMUL 33461 /SO:904475971-01 | INSTALL 03-11-88 | | | \$12.00 | \$12.00 * |
| 14 | 1 | SYS 75 - MODEL 4B 6300-04B /SO:904475971-01 | PURCHASE 03-11-88 | \$7000.00 | \$7000.00 | | |
| 15 | 1 | SYS 75 - MODEL 4B 6300-04B /SO:904475971-01 | INSTALL 03-11-88 | | | \$800.00 | \$800.00 * |
| 16 | 5 | ANALOG LINE 16 63110 /SO:904475971-01 | PURCHASE 03-11-88 | \$2450.00 | \$12250.00 | | |
| 17 | 5 | ANALOG LINE 16 63110 /SO:904475971-01 | INSTALL 03-11-88 | | | \$25.00 | \$125.00 * |
| 18 | 3 | ANALOG LINE 63111 /SO:904475971-01 | PURCHASE 03-11-88 | \$1225.00 | \$3675.00 | | |
| 19 | 3 | ANALOG LINE 63111 /SO:904475971-01 | INSTALL 03-11-88 | | | \$20.00 | \$60.00 * |
| 20 | 1 | DIGITAL LINE 63114 /SO:904475971-01 | PURCHASE 03-11-88 | \$1225.00 | \$1225.00 | | |
| 21 | 1 | DIGITAL LINE 63114 /SO:904475971-01 | INSTALL 03-11-88 | | | \$20.00 | \$20.00 * |
| 22 | 3 | CENTRAL OFC TRUNK 63115 /SO:904475971-01 | PURCHASE 03-11-88 | \$1225.00 | \$3675.00 | | |
| 23 | 3 | CENTRAL OFC TRUNK 63115 /SO:904475971-01 | INSTALL 03-11-88 | | | \$20.00 | \$60.00 * |
| 24 | 3 | TELSET TT WALL 3100-TWR /SO:904475971-01 | PURCHASE 03-11-88 | \$45.00 | \$135.00 | | |

* Taxes not applicable

ONE-TIME ACTIVITY REPORT

3004 530 PAGE 587



Account Number: 0016-14584-19
 Invoice Number: 99999991NW
 Page Number: 4

INVOICE DATE: 03-11-88

The Following Equipment/Service is Provided at:
 Location #0016-14585-18 200 HOSPITAL DR. GLEN BURNIE, MD 21061

| Item | Quantity | Description Prod. No./SO No. PO No. | Type of Action | Purchase Price (Per Unit) | Total Purchase Price | Other One-Time Charges (Per Unit) | Total One-Time Charges |
|------|----------|----------------------------------------------|----------------------|---------------------------------|----------------------------|-----------------------------------------|------------------------------|
| 25 | 3 | TELSETT TT WALL 3100-TWR /SO:904475971-01 | INSTALL 03-11-88 | | | \$10.00 | \$30.00 * |
| 26 | 3 | DIAL-IN-DIAL TRUNK 63116 /SO:904475971-01 | PURCHASE 03-11-88 | \$1225.00 | \$3675.00 | | |
| 27 | 3 | DIAL-IN-DIAL TRUNK 63116 /SO:904475971-01 | INSTALL 03-11-88 | | | \$20.00 | \$60.00 * |
| 28 | 1 | AUXILARY TRUNK 63118 /SO:904475971-01 | PURCHASE 03-11-88 | \$784.00 | \$784.00 | | |
| 29 | 1 | AUXILARY TRUNK 63118 /SO:904475971-01 | INSTALL 03-11-88 | | | \$20.00 | \$20.00 * |
| 30 | 1 | POOLED MODEM 63119 /SO:904475971-01 | PURCHASE 03-11-88 | \$1207.50 | \$1207.50 | | |
| 31 | 1 | POOLED MODEM 63119 /SO:904475971-01 | INSTALL 03-11-88 | | | \$20.00 | \$20.00 * |
| 32 | 1 | 36A COPIER W/P 65235 /SO:904475971-01 | PURCHASE 03-11-88 | \$199.50 | \$199.50 | | |
| 33 | 1 | 36A COPIER W/P 65235 /SO:904475971-01 | INSTALL 03-11-88 | | | \$88.00 | \$88.00 * |
| 34 | 5 | EMERGENCY TRANSFER 65262 /SO:904475971-01 | PURCHASE 03-11-88 | \$472.50 | \$2362.50 | | |
| 35 | 5 | EMERGENCY TRANSFER 65262 /SO:904475971-01 | INSTALL 03-11-88 | | | \$156.00 | \$780.00 * |
| 36 | 1 | ATTND CONSOLE 63105 /SO:904475971-01 | PURCHASE 03-11-88 | \$1172.50 | \$1172.50 | | |

* Taxes not applicable

ONE-TIME ACTIVITY REPORT

BOOK 530 PAGE 588



Account Number:0016-14584-19
 Invoice Number:99999991W
 Page Number:5

INVOICE DATE:03-11-88

The Following Equipment/Service is Provided at:
 Location #0016-14585-18 200 HOSPITAL DR. GLEN BURNIE, MD 21061

| Item | Quantity | Description Prod. No./SO No. PO No. | Type of Action | Purchase Price (Per Unit) | Total Purchase Price | Other One-Time Charges (Per Unit) | Total One-Time Charges |
|------|----------|-----------------------------------------------|----------------------|---------------------------------|----------------------------|-----------------------------------------|------------------------------|
| 37 | 1 | ATTND CONSOLE 63105 /SO:904475971-01 | INSTALL 03-11-88 | | | \$75.00 | \$75.00 * |
| 38 | 2 | 40 BUT DIGITAL 3175-40D /SO:904475971-01 | PURCHASE 03-11-88 | \$431.25 | \$862.50 | | |
| 39 | 2 | 40 BUT DIGITAL 3175-40D /SO:904475971-01 | INSTALL 03-11-88 | | | \$65.00 | \$130.00 * |
| 40 | 1 | SPEAKERPHONE MODULE 31711 /SO:904475971-01 | PURCHASE 03-11-88 | \$161.25 | \$161.25 | | |
| 41 | 1 | SPEAKERPHONE MODULE 31711 /SO:904475971-01 | INSTALL 03-11-88 | | | \$18.00 | \$18.00 * |
| 42 | 1 | SPKRPH/HDST -4 2725-15D /SO:904475971-01 | PURCHASE 03-11-88 | \$10.00 | \$10.00 | | |
| 43 | 2 | 8 CND-MKNG CRD 2725-07N /SO:904475971-01 | PURCHASE 03-11-88 | \$10.00 | \$20.00 | | |
| 44 | 2 | 8 CND-MKNG CRD 2725-07N /SO:904475971-01 | INSTALL 03-11-88 | | | \$5.00 | \$10.00 * |
| 45 | 15 | 6 CND MTNG CD 2725-06N /SO:904475971-01 | PURCHASE 03-11-88 | \$5.00 | \$75.00 | | |
| 46 | 15 | 6 CND MTNG CD 2725-06N /SO:904475971-01 | INSTALL 03-11-88 | | | \$5.00 | \$75.00 * |
| 47 | 17 | 4 CND HDST CRD 2725-01L /SO:904475971-01 | PURCHASE 03-11-88 | \$5.00 | \$85.00 | | |
| 48 | 17 | 4 CND HDST CRD 2725-01L /SO:904475971-01 | INSTALL 03-11-88 | | | \$8.00 | \$136.00 * |

* Taxes not applicable

ONE-TIME ACTIVITY REPORT

BOOK 530 PAGE 589



Account Number:0016-14584-19
 Invoice Number:99999991NV
 Page Number:6

INVOICE DATE:03-11-88

The Following Equipment/Service is Provided at:
 Location #0016-14585-18 200 HOSPITAL DR. GLEN BURNIE, MD 21061

| Item | Quantity | Description Prod. No./SO No. PO No. | Type of Action | Purchase Price (Per Unit) | Total Purchase Price | Other One-Time Charges (Per Unit) | Total One-Time Charges |
|------|----------|-------------------------------------------------------|----------------------|---------------------------------|----------------------------|-----------------------------------------|------------------------------|
| 49 | 1 | MULTI DIG ADJ 31758 /SO:904475971-01 | PURCHASE 03-11-88 | \$213.75 | \$213.75 | | |
| 50 | 1 | MULTI DIG ADJ 31758 /SO:904475971-01 | INSTALL 03-11-88 | | | \$7.00 | \$7.00 * |
| 51 | 1 | MODULAR LAMP E51AP4LC /SO:904475971-01 | PURCHASE 03-11-88 | \$11.25 | \$11.25 | | |
| 52 | 1 | MODULAR LAMP E51AP4LC /SO:904475971-01 | INSTALL 03-11-88 | | | \$30.00 | \$30.00 * |
| 53 | 1 | VOICE AP SFT 1231-ARS /SO:904475971-01 | PURCHASE 03-11-88 | \$6000.00 | \$6000.00 | | |
| 54 | 1 | ATTD SEL CONSOLE 63106 /SO:904475971-01 | PURCHASE 03-11-88 | \$616.00 | \$616.00 | | |
| 55 | 1 | ATTD SEL CONSOLE 63106 /SO:904475971-01 | INSTALL 03-11-88 | | | \$23.00 | \$23.00 * |
| 56 | 1 | SHIPPING/HANDLING CHARGE 0501-000 /SO:904475971-01 | SVC CHRG 03-11-88 | | | \$333.13 | \$333.13 |
| 57 | 12 | SET TT DESK 3100-1TD /SO:038284791-01 | PURCHASE 03-11-88 | \$41.25 | \$495.00 | | |
| 58 | 12 | SET TT DESK 3100-1TD /SO:038284791-01 | INSTALL 03-11-88 | | | \$10.00 | \$120.00 * |
| 59 | 12 | 4 PAIR WIRE MATERIAL 2771-4AX /SO:038284791-01 | PURCHASE 03-11-88 | \$18.00 | \$216.00 | | |
| 60 | 175 | WIRING LABOR 00106 /SO:038284791-01 | SVC CHRG 03-11-88 | | | \$1.00 | \$175.00 * |

* Taxes not applicable

ONE-TIME ACTIVITY REPORT

BOOK 530 PAGE 590



Account Number: 0016-14584-19
 Invoice Number: 99999991NW
 Page Number: 7

INVOICE DATE: 03-11-88

The Following Equipment/Service is Provided at:
 Location #0016-14585-18 200 HOSPITAL DR. GLEN BURNIE, MD 21061

| Item | Quantity | Description Prod. No./SO No. PD No. | Type of Action | Purchase Price (Per Unit) | Total Purchase Price | Other One-Time Charges (Per Unit) | Total One-Time Charges |
|------|----------|---------------------------------------------------|----------------------|---------------------------------|----------------------------|-----------------------------------------|------------------------------|
| 61 | 2 | MODULAR LAMP E51AP4LC /SO:03764961-01 | PURCHASE 03-11-88 | \$11.25 | \$22.50 | | |
| 62 | 2 | MODULAR LAMP E51AP4LC /SO:03764961-01 | INSTALL 03-11-88 | | | \$30.00 | \$60.00 * |
| 63 | 770 | WIRING LABOR 00106 /SO:038010401-01 | SVC CHRG 03-11-88 | | | \$1.00 | \$770.00 * |
| 64 | 27 | WIRING MATERIAL 00107 /SO:038010401-01 | PURCHASE 03-11-88 | \$1.00 | \$27.00 | | |
| 65 | 1 | MISC WIRE MATERIAL 2771-000 /SO:038010401-01 | PURCHASE 03-11-88 | \$271.00 | \$271.00 | | |
| 66 | 2000 | TOTAL WIRE LABOR 00106 /SO:037294311-01 | SVC CHRG 03-11-88 | | | \$1.00 | \$2000.00 * |
| 67 | 118 | TOTAL MATERIAL FOR WIRE 00107 /SO:037294311-01 | PURCHASE 03-11-88 | \$1.00 | \$118.00 | | |
| 68 | 700 | EQUIPMENT LABOR 00906 /SO:037294311-01 | SVC CHRG 03-11-88 | | | \$1.00 | \$700.00 * |
| 69 | 982 | EQUIPMENT/RM MATERIAL 00907 /SO:037294311-01 | PURCHASE 03-11-88 | \$1.00 | \$982.00 | | |

ONE-TIME ACTIVITY REPORT



300* 530 PAGE 531

Account Number:0016-14584-19
 Invoice Number:99999991N1
 Page Number:8

INVOICE DATE:03-11-88

The Following Equipment/Service is Provided at:
 Location #0016-14585-18 200 HOSPITAL DR. GLEN BURNE, MD 21061

| Item | Quantity | Description Prod. No./SO No. PO No. | Type of Action | Purchase Price (Per Unit) | Total Purchase Price | Other One-Time Charges (Per Unit) | Total One-Time Charges |
|------|----------|-------------------------------------------|----------------------|---------------------------------|----------------------------|-----------------------------------------|------------------------------|
| 70 | 1 | 475 PRINTER 3330-475 /SO:040702771-01 | PURCHASE 04-07-88 | \$446.25 | \$446.25 | | |
| 71 | 1 | 475 PRINTER 3330-475 /SO:040702771-01 | INSTALL 04-07-88 | | | \$50.00 | \$50.00 * |

STATE OF MARYLAND
ANNE ARUNDEL COUNTY

300 530 PAGE 592

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269332

RECORDED IN LIBER 516 FOLIO 574 ON August 27, 1987 (DATE)

1. DEBTOR *

Name CARE PLUS-RICHMOND, INC.
Address 501 Twin Ridge Lane, Richmond, VA 23235

2. SECURED PARTY

Name CITIZENS FIDELITY BANK AND TRUST COMPANY
Address 500 West Jefferson St., Louisville, Kentucky 40207
5300 Southeast Financial Center
Tammy D. Thomas, Morgan Lewis & Bockius 200 S. Biscayne Blvd. Miami, FL 33131
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

| | | |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT | <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| | <p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p> |
| | | |
| | <p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>#331520 0777 R01 T09443</p> | |

M 7509-34
08/10/88

*Multiple Debtors:

NURSING STAFF, INC.
2510 River Road
Anapolis, MD 21401

CARE PLUS, INC.
6700 N. Andrews Ave.
Ft. Lauderdale, FL 33309

10.00
.50

Dated 7/28/88

CITIZENS FIDELITY BANK AND TRUST COMPANY

By: Joel D. Munson V.P.
(Signature of Secured Party)

Joel D. Munson
Type or Print Above Name on Above Line

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| 1. DEBTOR(S) and Address(es): (last name first) <i>R.V. Construction</i> TURLINGTON, KENNETH R.V. 119 GROVE LANE BALTIMORE, MD 21405 | 2. SECURED PARTY THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230 |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

RECORD FEE 11.00

5. This transaction is exempt from the recordation tax. (Md.)

POSTAGE .50

6. Return to: Secured Party (Md.)

#331570 C777 P01 T09148

08/10/88

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

R.V. Construction
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: *Kenneth R.V. Turlington* (SEAL)
KENNETH R.V. TURLINGTON (CONVEE)

By: *John J. Mulkey*
John J. Mulkey
Vice President/Treasurer 1888
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11.00
.50

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

274121

BOOK 530 PAGE 595

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

| | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1 Debtor(s) (Last Name First) and Address(es) Heaven Sent, Ltd. t/a Heaven Sent Couriers 132 Mercedes Drive Hanover, MD 26071 | | 2 Secured Party(ies) Name(s) and Address(es) Triumphe Leasing Company Suite 126, Plymouth Commons Plymouth Meeting, PA 19462 | | 3 <input type="checkbox"/> The Debtor is a transmitting utility | |
| 5 This Financing Statement covers the following types (or items) of property 1 Telrad 2404 K3X Telephone System consisting of: 1 KSU, 1 8 Port Trunk, 1 8 Port Station Card, 6 Standard Speaker Phones; All standard cable & hardware The equipment above is made part hereof together with lease dated _____ and proceeds thereof, including without limitation the proceeds of any casualty insurance policy covering said property | | 6 Assignee(s) of Secured Party and Address(es) HOME UNITED SAVINGS BANK 618 GERMANTOWN PIKE LAFAYETTE HILL, PA 19342 10/10/88 | | 4 For Filing Officer Date Time No Filing Office RECORD FEE 12.00 | |
| 8 Describe Real Estate Here 132 Mercedes Drive Hanover, MD 26071 | | 9 Name of a Record Owner | | 7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * * (Describe Real Estate in Item 8) | |
| 10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State | | FOR NOTIFICATION ONLY/ NOT FOR RECORDATION TAX | | 11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input checked="" type="checkbox"/> Lessee(s) and Lessor(s) | |

No. & Street _____ Town or City _____ County _____ Section _____ Block _____ Lot _____

By Steven Rosner Signature(s) of Debtor(s) President
Heaven Sent, Ltd. t/a Heaven Sent Couriers

By Arlene Fischer Signature(s) of Secured Party(ies) AVP
Triumphe Leasing Company
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY - NUMERICAL (3/83)
12.00

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

File No.

FINANCING STATEMENT AND SECURITY AGREEMENT

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 1. DEBTOR(S) and Address(es): (last name first) <i>R.V. Construction</i> <i>TARLINGTON, KENNETH R.V.</i> <i>119 GROK LANE</i> <i>BUNNYS MD, 21403</i> | 2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

RECORD FEE 11.00

5. This transaction is exempt from the recordation tax. (Md.)

8331630 0777 R01 T09:52

6. Return to: Secured Party (Md.)

03/10/89

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

R.V. Construction
(Type Name)

THE ZAMOISKI CO.

By: *Kenneth R.V. Tarlington* (SEAL)
KENNETH R.V. TARLINGTON (OWNER)

By: *John J. Mulkey*
John J. Mulkey
Vice President/Treasurer

By: _____ (SEAL)

19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11.00

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

File No. _____
Record Reference:
Liber _____ Folio _____

FINANCING STATEMENT

XX Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
 Subject to Recordation Tax on prin-
cipal amount of \$ _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor Address

STARTING GATE SHELL, INC. 3482 Fort Meade Road
Laurel, MD 20707

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

RECORD FEE 11.00
POSTAGE .50

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

#331640 0777 R01 709153

3. This Financing Statement covers the following types (or items) of property (the collat-
eral): ALL OF BORROWER'S ACCOUNTS RECEIVABLE, CONTRACT RIGHTS AND
INVENTORY, NOW OWNED OR HEREAFTER ACQUIRED, AND THE PROCEEDS AND
PRODUCTS THEREOF.

08/10/88

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

5. Proceeds)) of the collateral are also specifically covered.
 Products)

Debtor

Secured Party (Assignee)

STARTING GATE SHELL, INC.

THE CITIZENS NATIONAL BANK

By: *Kenneth W. Ruehl*
Kenneth W. Ruehl, President

By: *Jack E. Thomas*
Jack E. Thomas
Assistant Vice President

By: *Ida F. Ruehl*
Ida F. Ruehl, Vice President

Type or print all names and
titles under signatures.

11.00
.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DGM ENTERPRISES, INC
Address 5187 Raynor Avenue, Linthicum heights, Md 21090, Plus any and all other Locations.

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.
Address P.O. BOX 489
COLUMBIA, MD 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY, RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS, MACHINES, MACHINERY, FURNITURE, FURNISHINGS, FIXTURES, VEHICLES, ACCOUNTS RECEIVABLE, BOOK DEBTS, NOTES, CHATTEL PAPER, ACCEPTANCES, REBATES, INCENTIVE PAYMENTS, DRAFTS, CONTRACTS, CONTRACT RIGHTS; CHOSES IN ACTION AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL ATTACHMENTS, ACCESSIONS AND ADDITIONS THERETO, SUBSTITUTIONS, AND ACCESSORIES THEREFORE, AND REPLACEMENTS AND PROCEEDS.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 11.00
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) .50
(Proceeds of collateral are also covered)
(Products of collateral are also covered)
DGM Enterprises, Inc.

Phonda G. McKenna
(Signature of Debtor)

Phonda G. McKenna President
Type or Print Above Name on Above Line

(Signature of Debtor)
DGM Enterprises, Inc.
Type or Print Above Signature on Above Line

Robert C. Reagan
(Signature of Secured Party)

ITT COMMERCIAL FINANCE CORP.
Type or Print Above Signature on Above Line

11.00
.50

STATE OF MARYLAND

BOOK 530 PAGE 600

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268099

RECORDED IN LIBER _____ FOLIO _____ ON 6/15/87 (DATE)

1. DEBTOR

Name FERGUSON TRENCHING CO., INC.

Address 123 Revell Highway, Annapolis, MD 21401

2. SECURED PARTY

Name INGERSOLL-RAND FINANCIAL CORP.

Address 210 Goddard Blvd., King of Prussia, PA 19406

RDM

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00
POSTAGE .50

3. Maturity date of obligation (if any)

#331730-0777 R01 T10:07
06/10/88

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Filed with Anne Arundel Cty - MD

Ingersoll-Rand Financial Corp.

Dated _____

(Signature of Secured Party)

Type or Print Above Name on Above Line

1050

**END
LIBER**